

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
PACIFIC PARK PLAZA
711 KAPIOLANI BOULEVARD, SUITE 600
HONOLULU, HAWAII 96813

AGENDA – TWENTY-FIRST MEETING

THURSDAY, DECEMBER 9, 2021
4:00 P.M.

PUBLIC PARTICIPATION AND TESTIMONY

Pursuant to the Emergency Proclamation Related to COVID-19 issued by Governor David Ige on November 29, 2021, relating to the COVID-19 pandemic (Proclamation), in order to allow public participation in a manner consistent with social distancing practices the following procedures are in effect for the meeting. *The procedures have been modified to comply with Mayor Blangiardi's Emergency Order No. 2021-16, executed on November 23, 2021. In accordance with concern for public health and safety, in-person testimony in the hearings room has been cancelled until further notice. Please see the instructions below on how to submit oral testimony on any scheduled matter or how to make your appearance on a scheduled matter.*

VIEWING THE MEETING AND RESTRICTIONS ON ENTRY

No members of the public will be allowed into the hearings room, but may listen to the meeting on a live broadcast. The meeting may be heard by internet live streaming through <https://us06web.zoom.us/j/84604366206>; by dialing 1-408-638-0968, entering the meeting ID#: 846 0436 6206#; or, the preferred method, via the Liquor Commission website event calendar at <http://www.honolulu.gov/liq/event-calendar/>. You may pre-register to attend this meeting.

To provide the public with the best opportunity to observe the meeting, it is required to "mute" your device's microphone to prevent technological difficulties.

All persons who are required to appear for the meeting must make your appearance by joining the meeting on the Zoom platform as described above. Please be aware that joining the meeting will involve entering the meeting number and completing a registration process so please allow sufficient time for this task. For testifiers or required attendees who are not able to access the Zoom platform, you may attend in person in Suite 600. While in Suite 600, all Social Distancing Requirements set forth in the Proclamation and the Emergency Order must be strictly observed.

Within forty (40) days after the meeting, the minutes will be posted to the Liquor Commission website at <http://www.honolulu.gov/liq/event-calendar/> for viewing. The minutes of prior meetings may also be viewed at said website.

ORAL TESTIMONY

Oral testimony will be permitted on all matters before the Commission subject to the following restrictions:

1. *All oral testimony must be submitted remotely through the Zoom platform.*
2. Each speaker is limited to a three-minute presentation.

WRITTEN TESTIMONY

Written testimony is strongly encouraged and may be submitted to the Administrator of the Commission three (3) working days prior to the date of the meeting as follows: FAX (808) 768-7311 or E-MAIL liquor@honolulu.gov. Written testimony will not be accepted in person at the meeting.

MATERIALS AVAILABLE FOR INSPECTION

Meeting materials ("board packet") will be available for viewing electronically, as soon as practicable, at the Liquor Commission website (<http://www.honolulu.gov/liq/event-calendar/>).

PUBLIC HEARINGS:

- | | |
|---|---|
| 1. Trans. Appl. No. 21-22976 from 2375 Ala Wai Property LLC, dba Waikiki Sand Villa Hotel | For the transfer of the business and Hotel General license of Sakuradai Hotel Corporation, dba Waikiki Sand Villa Hotel, 2375 Ala Wai Boulevard (L0035) (Prelim. Hrg. 11/18/21) |
| 2. Appl. No. 21-22955 from Paradise Ciders LLC, dba Paradise Ciders, 95-221 Kipapa Drive, Suite C-1, Mililani | For a Small Craft Producer Pub license (Category No. 2 – Live Entertainment or Recorded Music and Dancing) (Prelim. Hrg. 10/14/21) |

LICENSE APPLICATIONS:

Special License Applications:

- | | |
|--|---|
| 3. Appl. No. 22-24057 from Cools in Catering by Sinublan Inc., dba Sinublan Catering, 94-428 Mokuola Street, Waipahu | For a Special General license on Saturday, January 22, 2022, from 10:30 a.m. to 10:30 p.m.

(Wedding) |
| 4. Appl. No. 22-24100 from Events International, Inc., dba Events International, Inc., 1525 Bernice Street (Bishop Museum) | For a Special General license on Saturday, January 8, 2022, from 4:00 p.m. to 10:00 p.m.

(Dairy Queen event) |
| 5. Appls. No. 22-24101-1, 22-24101-2, and 22-24101-3 from Events International, Inc., dba Events International, Inc., 4997 Kahala Avenue (Waialae Country Club) (entire golf course, except Holes 17 and 18) | For a Special General license from 7:00 a.m. to 7:00 p.m. on the following dates (total of 8 days):

1) January 9, 10, and 11, 2022;
2) January 12, 13, and 14, 2022;
and
3) January 15 and 16, 2022

(2022 Sony Open in Hawaii Golf Tournament) |

LICENSE APPLICATIONS: (CONT.)

Special License Applications: (Cont.)

6. Appls. No. 22-24104-1, 22-24104-2, and 22-24104-3 from Waialae Country Club, dba Waialae Country Club, 4997 Kahala Avenue (18th Green only)

For a Special General license from 7:00 a.m. to 7:00 p.m. on the following dates (total of 9 days):

- 4) January 9, 10, and 11, 2022;
5) January 12, 13, and 14, 2022;
and
6) January 15, 16, and 17, 2022

(2022 Sony Open in Hawaii Golf Tournament)

7. Appls. No. 22-24105-1, 22-24105-2, and 22-2415-3 from Waialae Country Club, dba Waialae Country Club, 4997 Kahala Avenue (17th Green only)

For a Special General license from 7:00 a.m. to 7:00 p.m. on the following dates (total of 9 days):

- 1) January 9, 10, and 11, 2022;
2) January 12, 13, and 14, 2022;
and
3) January 15, 16, and 17, 2022

(2022 Sony Open in Hawaii Golf Tournament)

PRELIMINARY HEARINGS:

8. Trans. Appl. No. 22-23986 from MG-Hila LLC, dba STRIPSteak

For the transfer of the business and Restaurant General license (Category No. 2 – Live Entertainment or Recorded Music and Dancing) of TM-IMP Restaurant LLC, dba STRIPSteak, 2330 Kalakaua Avenue, Store #330 (R1176)

9. Appl. No. 21-22844 from Kaimuki Distributors LLC, dba Kaimuki Storeroom, 3408 Waialae Avenue, Suite 103

For a Retail General license

PRELIMINARY HEARINGS: (CONT.)

10. Appl. No. 21-22930 from
T.W.H.K. Company, Inc.,
dba Tanaka Ramen &
Izakaya,
98-1005 Moanalua Road
#2205, Aiea (Pearlridge
Center, Downtown)

For a Restaurant General license
(Category No. 1 – Standard Bar)

11. Appl. No. 22-23908 from
Kamitoku LLC, dba
Kamitoku Ramen,
1200 Ala Moana
Boulevard, #657

For a Restaurant General license
(Category No. 1 – Standard Bar)

12. Appl. No. 22-23940 from
Cess Corporation, dba
Ken-G'Z Bar and Grill,
1035 University Avenue,
Suite UP-105

For a Restaurant General license
(Category No. 1 – Standard Bar)

LICENSE APPLICATIONS: (CONT.)

Temporary License Application:

13. Appl. No. 22-23967 from
Hotel Renew Management
LLC, dba Hotel Renew

For a Temporary Hotel General
license at 129 Paoakalani Avenue,
the current site of Hotel Renew
(L0050)

(License in safekeeping)

REQUESTS:

14. Request No. 22-23948
from LP Butterfly LLC, dba
Margaritas, Restaurant
General license (Live
Entertainment or
Recorded Music and
Dancing), 808 Sheridan
Street (R1257)

Requesting approval to permanently
increase its licensed premises
approximately 867 square feet and
to make alterations

REQUESTS: (CONT.)

15. Request No. 22-24106
from Waialae Country
Club, dba Waialae Country
Club, Club General
license, 4997 Kahala
Avenue (F0015)

Requesting approval to temporarily
reduce its licensed premises, to
exclude the clubhouse from
January 9, 2022 to January 17,
2022, from 7:00 a.m. to 7:00 p.m.

OTHER BUSINESS:

16. Request No. 22-24115
from Daniel Mabalot Jr.,
owner/operator of Best
BBQ Inc., dba Dickey's
Barbeque Pit

Requesting approval to pick up
license after 30-day extension
deadline

(Application for Restaurant General
license (Category No. 1 – Standard
Bar) was approved on June 28,
2018; license not yet issued)

(Review held on June 27, 2019;
applicant given extension of six
months to effect its license)

(Second review held on October 22,
2020; applicant given an additional
30-day extension to effect its license)

17. Request No. 22-24120
from Neal T. Gota, Esq.,
on behalf of Nami Kaze
LLC, dba Nami Kaze LLC

Requesting waiver of Rule 3-82-
32.1(a) requiring a temporary
license application be filed within
five (5) working days of the
cancellation of the previous license
or the closing of the business

(Premises at 1135 North Nimitz
Highway, Pier 38, Honolulu Harbor,
Unit FV8, former site of Uncle's
Fishmarket and Grill LLC (R0823))

OTHER BUSINESS: (CONT.)

18. Request No. 22-24123
from Kenneth G.K. Hoo,
Esq., on behalf of Zetton,
Inc., dba Zetton, Inc.

Requesting waiver of Rule 3-82-
32.1(a) requiring a temporary
license application be filed within
five (5) working days of the
cancellation of the previous license
or the closing of the business

(Premises at 364 Seaside Avenue,
former site of Crackin' Kitchen
(R0921))

ACCEPTANCE OF PLEA AND ADOPTION OF DECISION AND ORDER:

19. Ewa Pantry
(LCV 21-0422)
(D1046)

For acceptance of plea and adoption
of Decision and Order

ADOPTION OF DECISION AND ORDER:

20. 24/7 Grab N' Go
(LCV 21-0315)
(D0604)

For adoption of Decision and Order

21. Gen Korean BBQ
Pearlridge
(LCV 21-0300)
(R1374)

do.

22. Gen Korean BBQ
Pearlridge
(LCV 21-0306)
(R1374)

do.

23. Kamahele Wine &
Beverage Company, L.L.P.
(LCV 21-0309)
(C0109)

do.

24. Liko's Tap & Table
(LCV 21-0290)
(R1336)

do.

ADOPTION OF DECISION AND ORDER: (CONT.)

- | | | |
|-----|---|------------------------------------|
| 25. | Mayas Tapas and Wine
L.L.C.
(LCV 21-0058)
(R1313) | For adoption of Decision and Order |
| 26. | Mayas Tapas and Wine
L.L.C.
(LCV 21-0304)
(R1313) | do. |
| 27. | Momosan
Waikiki/Morimoto Asia
Waikiki
(LCV 21-0316)
(R1287) | do. |
| 28. | Nomnom
(LCV 21-0267)
(D0745) | do. |
| 29. | Pho Viet Thien Hong LLC
(LCV 21-0292)
(R0378) | do. |
| 30. | S and B Store, LLC
(LCV 21-0291)
(D1167) | do. |
| 31. | Skull & Crown Trading
Company
(LCV 21-0313)
(R1391) | do. |

ADJUDICATION HEARINGS:

- | | | |
|-----|---|--|
| 32. | Charm 3
(nka Pho Vietnam Inc.)
(LCV 21-0141)
(R1160) | Licensee made physical alterations within its licensed premises without the prior written approval of the Commission (Violation of Rule 3-83-62(a)) (Date of violation: On or about February 16, 2021) |
|-----|---|--|

ADJUDICATION HEARINGS: (CONT.)

- | | |
|--|---|
| 33. Pho Vietnam Inc.
(fka Charm 3)
(LCV 21-0394)
(R1160) | Licensee failed to file with the Commission a report showing the gross amount of liquor sold by the Licensee during the twelve months beginning July 1, 2020, and ending June 30, 2021 (Violation of Rule 3-81-17.54(c)) (Date of violation: On or before August 2, 2021) |
| 34. Chingu
(LCV 21-0322)
(E1271) | Licensee failed to file with the Commission a report showing the gross amount of liquor sold by the Licensee during the twelve months beginning July 1, 2020, and ending June 30, 2021 (Violation of Rule 3-81-17.54(c)) (Date of violation: On or before August 2, 2021) |
| 35. Honolulu Aerie No. 140,
Fraternal Order of Eagles
(LCV 21-0324)
(F0020) | Licensee failed to file with the Commission a report showing the gross amount of liquor sold by the Licensee during the twelve months beginning July 1, 2020, and ending June 30, 2021 (Violation of Rule 3-81-17.54(c)) (Date of violation: On or before August 2, 2021) |

ADJUDICATION HEARINGS: (CONT.)

36. J Dolan's
(LCV 21-0183)
(R0879)

Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, Emergency Order No. 2021-04 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about April 23, 2021)

(Continued from September 23, 2021)

[History: 8/5/21, 9/23/21]

37. Non Stop Liquor Store
(nka Non-Stop Convenience Inc.)
(LCV 20-0033)
(D0639)

Licensee made physical alterations to the licensed premises without filing an updated floor plan within five (5) business days of completion (Violation of Rule 3-83-62(a)) (Date of violation: On or about August 12, 2019)

(Continued from November 4, 2021)

[History: 10/21/21, 11/4/21]

ADJUDICATION HEARINGS: (CONT.)

38. Non Stop Liquor Store
(nka Non-Stop Convenience
Inc.)
(LCV 20-0034)
(D0639)

Licensee, without Commission approval, transferred its business to another entity, either openly or under any undisclosed arrangement, whereby such other person came into possession or control of the business, or took in any partner or associate (Violation of Section 281-41(h), HRS) (Date of violation: On or about June 14, 2019, and/or during the period between June 14, 2019 and January 16, 2020)

(Continued from November 4, 2021)

[History: 10/21/21, 11/4/21]

39. Non Stop Liquor Store
(nka Non-Stop Convenience
Inc.)
(LCV 21-0276)
(D0639)

Licensee sold, served or furnished intoxicating liquor to a minor, or allowed consumption of intoxicating liquor by a minor, at the licensed premises (Violation of Section 281-78(b)(1)(A), HRS) (Date of violation: On or about August 14, 2021)

(Continued from November 4, 2021)

[History: 10/21/21, 11/4/21]

40. Tropics Ale House Waikiki
(LCV 20-0310)
(R1321)

Licensee failed to submit the name of every person then employed on the licensed premises who is registered with the Commission or who is subject to registration, on the date and in such manner as directed by the Commission (Violation of Rule 3-82-38.8) (Date of violation: On or about November 30, 2020, and/or during the period from November 30, 2020 to December 19, 2020)

(Continued from November 18, 2021)

ADJUDICATION HEARINGS: (CONT.)

41. Tropics Ale House Waikiki
(LCV 21-0319)
(R1321)

Licensee failed to file with the Commission a report showing the gross amount of liquor sold by the Licensee during the twelve months beginning July 1, 2020, and ending June 30, 2021 (Violation of Rule 3-81-17.54(c)) (Date of violation: On or before August 2, 2021)

(Continued from November 18, 2021)

42. Tropics Ale House Waikiki
(LCV 21-0338)
(R1321)

Licensee failed to comply with any other laws applicable to the business of Licensee, whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, to wit, Emergency Order No. 2021-09 (COVID-19 [Novel Coronavirus]) (Violation of Section 281-38, HRS) (Date of violation: On or about September 3, 2021)

(Continued from November 18, 2021)

43. Staxx Sports Bar & Grill
(LCV 21-0393)
(R1357)

Licensee failed to file with the Commission a report showing the gross amount of liquor sold by the Licensee during the twelve months beginning July 1, 2020, and ending June 30, 2021 (Violation of Rule 3-81-17.54(c)) (Date of violation: On or before August 2, 2021)

ADJUDICATION HEARINGS: (CONT.)

44. Treetops at Paradise
Park Restaurant
(LCV 20-0198)
(E0703)

Licensee failed to file with the Commission a report showing the gross amount of liquor sold by the Licensee during the twelve months beginning July 1, 2019, and ending June 30, 2020 (Violation of Rule 3-81-17.54(c)) (Date of violation: On or before August 4, 2020)

(Continued from November 5, 2020)

OTHER BUSINESS: (CONT.)

45. Liquor Administrator

Administrative matters – Weekly report to the Commission, 90-day event schedule and work plan coordination

If you require special assistance, auxiliary aid and/or service to participate in this meeting (i.e., sign language interpreter; interpreter for language other than English, or wheelchair accessibility), please email your detailed request to liquor@honolulu.gov, at least five (5) business days prior to the meeting.

November 15, 2021

2021 NOV 16 A 7:20

VIA ELECTRONIC MAIL

Honolulu Liquor Commission
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813
c/o: Anna Hirai
Email: ahirai@honolulu.gov

**Re: *App No. 21-22976 Transfer Application for 2375 Ala Wai Property LLC
dba Waikiki Sand Villa Hotel, (Hotel General) License No. L0035:
Response to Investigative Report***

Dear Commissioners:

As you know, this firm is the Authorized Agent for 2375 Ala Wai Property LLC (the "**Applicant**" or the "**Owner**"), which has applied for the transfer of Liquor License No. L0035 (the "**License**") for the Waikiki Sand Villa Hotel (the "**Hotel**") in connection with the sale of the Hotel from Waikiki Sand Villa Hotel, Inc.¹ (the "**Seller**") to the Applicant.

Based on our review of the Licensing Investigative Report dated November 12, 2021 (the "**Report**"), we thought it would be helpful to provide written responses to certain of the statements and assertions posed therein in anticipation of our preliminary hearing on November 18, 2021, before the Honolulu Liquor Commission (the "**Commission**").

I. BACKGROUND

The Applicant submitted its transfer and temporary license applications on March 25, 2021. On April 29, 2021, the Commission approved a temporary liquor license (No. L00035T) with an effective date of May 4, 2021 and an expiration date of September 1, 2021. On August 13, 2021, the Commission approved a renewal of the temporary liquor license (No. L00035TT) beginning on September 2, 2021 and expiring on December 30, 2021.

The Report states that "[s]tatutory requirements of this filing has not been met" and further suggests that "[t]he transfer of business was made prior to Commission approval." (Report, p. 32). We strongly, but respectfully, disagree with these statements. This letter will address the concerns raised in the Report and demonstrate that a transfer of the license is appropriate in this situation.

¹ Waikiki Sand Villa Hotel, Inc. changed its corporate name in connection with the sale of the Hotel and is now known as Sakuradai Hotel Corporation.

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II. THE APPLICANT IS THE OWNER OF THE HOTEL.

2021 NOV 16 A 7:20

The Applicant purchased the Hotel on March 23, 2021 and is the current owner of the Hotel.² Therefore, the Applicant is the correct entity to hold the License for the Hotel, and the Applicant correctly applied for the transfer of the License from the Seller to the Applicant.

However, the Report concluded as follows:

According to the First Amendment to Purchase and Sale Agreement, the transaction appears to include the liquor license for the hotel however, the buyer is not the applicant (2375 Ala Wai Property LLC) of this transfer of license.

The applicant (2375 Ala Wai Property LLC,) appears to only be an Assignee to all of Buyer's (Dovetail Group LLC) of this transfer of license.

This appears to be a transfer of business from the current licensee (Waikiki Sand Villa Hotel, Inc.), as the seller to an unknown third party (Dovetail Group LLC) as buyer, who then assigns the rights, title, and interests to the applicant (2375 Ala Wai Property LLC).

[...]

According to the Bill of Sale and Assignment and Assumption of Contracts and Leases, appears that the current licensee (Waikiki Sand Villa Hotel, Inc.) as seller, assigns the rights, title, and interests to the applicant (2375 Ala Wai Property LLC) as buyer.

The unknown third party (Dovetail Group LLC) is still identified as buyer.

[...]

According to the Purchase and Sale Agreement made effective November 19, 2020, the transaction appears to include the liquor license for the hotel however, the buyer is not the applicant (2375 Ala Wai Property LLC) of this transfer of license. Dovetail Group LLC, appears to be the buyer with rights, title, and interest in and to, and obligations under, the PSA.

² The Hotel is a 228-unit condominium project that was originally developed as a leasehold condominium and is constructed on TMK Nos. (1) 2-6-021-010 and (1) 2-6-021-011. The Applicant purchased: (i) the leasehold interest in TMK No. (1) 2-6-021-011 and the fee simple interest in TMK No. (1) 2-6-021-011 from the Seller pursuant to 20 Assignments of Ground Lease and Hotel Unit Deeds; and (ii) the fee simple interest in TMK No. (1) 2-6-021-011 from various co-owners of the land pursuant to 58 Limited Warranty Deeds.

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2021 NOV 15 A 7:20

According to the First Amendment to Purchase and Sale Agreement, the transaction to be a transfer of business from the current licensee (**Waikiki Sand Villa Hotel, Inc.**), as the seller to an unknown third party (**Dovetail Group LLC**) as buyer who then assigns the rights, title, and interests to the applicant (**2375 Ala Wai Property LLC**).

The unknown third party (**Dovetail Group LLC**) is still identified as buyer.

(Report, pp. 6-8 and 30) (bold and underlining in original).

Respectfully, the Report's conclusion that Dovetail Group LLC is the buyer of the Hotel is incorrect. The transfer application was voluminous and included several complex supporting documents, so the author of the Report may have misunderstood the mechanics and timing of the purchase and sale transaction and the relationship between the parties. We hope to clarify the details of the transaction for the Commission.

In connection with the Application, we provided copies of the following supporting documents related to the ownership of the Hotel to the Commission's staff:

- (i) the Purchase and Sale Agreement dated November 19, 2020 (the "**PSA**") for certain interests in the Hotel and the underlying land, made by and between the Seller and Dovetail Group LLC ("**Dovetail**"), the Applicant's predecessor in interest;
- (ii) the First Amendment to Purchase and Sale Agreement; Assignment and Assumption of Purchase and Sale Agreement dated February 3, 2021 (the "**First Amendment and Assignment**") for certain interests in the Hotel, made by and among the Seller, Dovetail (as assignor), and the Applicant (as assignee);
- (iii) one of the 58 Limited Warranty Deeds³ dated March 23, 2021 that conveyed the fee simple interest in one of the parcels of land underlying the Hotel (TMK No. (1) 2-6-021-011) to the Applicant;
- (iv) the Limited Warranty Deed dated March 23, 2021 that conveyed the fee simple interest in the other parcel of land underlying the Hotel (TMK No. (1) 2-6-021-010) to the Applicant;
- (v) the Bill of Sale and Assignment and Assumption of Contracts and Leases dated March 23, 2021 (the "**Bill of Sale**") that conveyed personal property related to the operation of the Hotel from the Seller to the Applicant; and

³ The sample provided to the Commission is a representative sample, because the 58 Limited Warranty Deeds were substantively identical, except that each conveyed an interest in different condominium units.

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2021 NOV 16 A 7 21

- (vi) a title insurance policy dated March 23, 2021 showing the Applicant as the current fee owner of the Hotel and the underlying land.

We have enclosed copies of the foregoing documents with this letter. To provide a more complete record for the Commission, we are also enclosing with this letter a copy of one of the 20 Assignments of Ground Lease and Hotel Unit Deeds⁴ that conveyed the leasehold interest in TMK No. (1) 2-6-021-011 from the Seller to the Applicant.

Dovetail entered into the PSA with the Seller and was the original buyer under the PSA. However, to facilitate the financing for the purchase of the Hotel, Dovetail's affiliate, along with several other entities, created a new joint venture entity called 2375 Ala Wai Property LLC (*i.e.*, the Applicant) to purchase and own the Hotel instead of Dovetail.

As noted on page 6 of the Report, Dovetail assigned its rights and delegated its obligations as the original buyer under the PSA to the Applicant via the First Amendment and Assignment. The Applicant accepted that assignment and delegation from Dovetail and agreed to assume and perform all of the obligations of the buyer under the PSA. The Seller consented to the assignment and assumption. The relevant language from Section 11 of the First Amendment and Assignment is reproduced below:

*11. **Assignment and Assumption of PSA; Seller's Consent.** Buyer hereby assigns and transfers to Assignee all of Buyer's right, title, and interest in and to, and obligations under, the PSA, and Assignee accepts the foregoing assignment and agrees to assume and perform all of the obligations of Buyer under the PSA from and after [February 3, 2021]. Seller expressly consents to the foregoing assignment and assumption.*

In other words, when the First Amendment and Assignment was executed and delivered, Dovetail ceased to be the buyer under the PSA, and the Assignee became the sole buyer under the PSA. At that point, Dovetail was no longer a party to the transaction and no longer had any rights or obligations under the PSA, and the Assignee became the sole entity with the right to purchase the Seller's interest in the Hotel from the Seller.

The execution of the PSA did not immediately result in the sale of the Hotel. As is common and customary in commercial real estate transactions, the PSA (as amended and assigned by the First Amendment and Assignment) was an agreement under which the Seller **agreed to sell** its interest in the Hotel to the Applicant, and the Applicant **agreed to buy** the Seller's interest in the Hotel. However, the actual **transfer** of that interest did not occur until the "closing" of the transaction on March 23, 2021, when the Seller actually conveyed all of the Seller's interest in the

⁴ The sample provided with this letter is a representative sample, because the 20 Assignments of Ground Lease and Hotel Unit Deeds were substantively identical, except that each conveyed an interest in different condominium units.

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2021 NOV 16 A 11 21

Hotel to the Applicant via the Assignments of Ground Lease and Hotel Unit Deeds, Limited Warranty Deed, and Bill of Sale.⁵

At no point in time did the Seller transfer any interest in the Hotel (or the License) to Dovetail. The Applicant was the sole buyer of the Seller's interest in the Hotel at the closing of the transaction contemplated by the PSA, and the Applicant is the current sole owner of the Hotel. Therefore, the Applicant is the correct entity to hold the License for the Hotel, and the Applicant correctly applied for the transfer of the License from the Seller to the Applicant.

The deeds were recorded on March 23, 2021, transferring the fee interest in the Hotel to the Applicant. Prior to that date, a Services Agreement between Applicant and Seller was approved by the Commission on March 18, 2021.

III. THE MANAGEMENT SERVICES AGREEMENT FOR THE HOTEL DOES NOT CONSTITUTE A "TRANSFER" OF THE BUSINESS OR THE LICENSE.

The Owner, as the owner of the Hotel, entered into a Management Services Agreement (the "**MSA**") dated February 1, 2021 with OLS Hotels & Resorts, LLC, dba Springboard Hospitality (the "**Operator**"). A copy of the MSA is enclosed with this letter for the Commission's reference. The Report concluded that "it appears that the applicant business for which will be the licensee's license was issued to will not be operated by the applicant with any respect to the hotel's business." (Report, p. 31). Respectfully, we disagree with this conclusion.

Under the MSA, the Operator has certain responsibilities and obligations to operate and manage the Hotel on the Owner's behalf. However, the Operator has never had "exclusive possession or control" of the business of the Hotel. Therefore, Hawaii Revised Statutes ("**HRS**") Section 281-41(h),⁶ which provides that the Commission may suspend or cancel a liquor license if a "licensee without prior approval transfers to any other person the licensee's business for which the licensee's license was issued, either openly or under any undisclosed arrangement, whereby any person, other than the licensee, comes into exclusive possession or control of the business[.]" does not apply to this particular situation.

⁵ The reference to Dovetail in the second paragraph of the Bill of Sale was merely for context; it referred to the original PSA and the fact that Dovetail had assigned its interest as the original buyer under the PSA to the Applicant via the First Amendment and Assignment. The Bill of Sale did *not* state that Dovetail was still the buyer under the PSA.

⁶ HRS Section 281-41(h) provides:

If any licensee without prior approval transfers to any other person the licensee's business for which the licensee's license was issued, either openly or under any undisclosed arrangement, whereby any person, other than the licensee, comes into exclusive possession or control of the business or takes in any partner or associate who would be unfit or improper to hold a license pursuant to section 281-45, the commission may in its discretion suspend or cancel the license.

(Emphasis added.)

Operator has never come into "exclusive possession or control" of the business of the Hotel. The Operator serves only as a managing agent on behalf of the Owner, and the Operator's rights and responsibilities with respect to the Hotel are expressly limited by the terms of the MSA. The Report cites to many of these express limitations, some of which are discussed below.

Page 15 of the Report notes that Section 3.1.J of the MSA requires Operator to submit a proposed operating budget (including an estimated profit and loss statement, a narrative description of Operator's plans and goals, a sales and marketing plan, schedules of room rates, operating expenses, and numerous other details) for the Hotel to the Owner for the Owner's approval at least 75 days before the beginning of each fiscal year. Thus, the Owner has the ultimate discretion over the budget, financial goals, marketing strategy, and other key aspects of the operation of the Hotel.

Page 17 of the Report notes that Section 3.2 of the MSA imposes extensive limitations on the Operator's authority and requires the prior consent of the Owner for actions such as entering into certain contracts, taking legal action on behalf of the Owner, entering into collective bargaining agreements with labor organizations in connection with the Hotel, engaging attorneys and consultants to audit or review the financial statements for the ownership and operation of the Hotel, incurring certain debts, making capital expenditures that are not expressly authorized by the operating budget approved by the Owner, etc. Pages 18-19 of the Report also note that Section 7.2 of the MSA prohibits the Operator from making any structural alterations, improvements, or repairs to the Hotel without the Owner's prior written consent.

Page 17 of the Report notes that under Section 5.1 of the MSA, the Owner is responsible for providing the working capital for the Hotel. Pages 17-18 of the Report also note that under Section 5.2 of the MSA, the Operator may not mingle the Operator's funds with any funds received by the Operator in the operation of the Hotel. Instead, those funds "shall be deposited promptly in a bank account or accounts selected by Owner in Owner's name with Operator as trustee of such account(s).]" These financial arrangements confirm that the Operator is operating the Hotel as the agent of the Owner, and that all revenues generated from the operation of the Hotel (including, without limitation, revenues from the sale of liquor at the Hotel) belong to the Owner, not the Operator.

Pages 20-21 of the Report also note that Section 10.2 of the MSA gives the Owner certain rights to terminate the MSA. In light of these termination rights, it would be highly impractical for the Operator, rather than the Owner, to hold the License for the Hotel, because upon termination of the MSA, the License would need to be transferred from the Operator to the Owner.

Page 30 of the Report quotes from Section 1.3 of the MSA, which provides:

Except as the parties otherwise mutually agree, Operator will take all commercially reasonable actions to obtain and maintain all licenses and permits required to operate the Hotel, including, without limitation, all liquor licenses required to operate the Hotel's food and beverage services and environmental permits, if

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2021 NOV 16 A 7 21

applicable. Upon the mutual agreement of Owner and Operator, any license or permit may instead be held by Operator or its Affiliate.

The intent of this provision is that the Operator will assist the Owner in obtaining and maintaining all licenses and permits necessary to operate the Hotel, including keeping the Owner informed about any renewal requirements and deadlines, open violations, fines, etc. This provision does not give the Operator the authority to hold the License instead of the Owner. Furthermore, the Owner and the Operator have not agreed in writing that the Operator will hold the License for the Hotel.

The Report also notes that “[a]ccording to the Management Agreement the applicant will not have any employees at the hotel. Additionally it appears that the applicant business for which will be the licensee’s license was issued to will not be operated by the applicant with any respect to the hotel’s business.” (Report, p. 31). Although the Owner does not have employees, and the Operator is generally responsible under the MSA for staffing the Hotel, the Owner does retain approval rights over the Hotel’s executive team.

Pages 11-12 of the Report note that Section 3.1.A of the MSA makes the Operator responsible for selecting the General Manager of the Hotel. However, Section 3.1.B of the MSA gives the Owner the right to reasonably approve the candidates hired or replaced for the positions of General Manager, Controller, Director of Food and Beverage, Executive Chef, Director of Sales and Chief Engineer, as well as any culture and brand positions. Section 3.3 of the MSA also provides that the Owner may “directly contact[t] the Hotel’s General Manager or any other member of the Hotel’s executive committee, or engag[e] in ordinary course discussion with other Hotel employees while Owner’s representatives are on-site at the Hotel.”

These rights of the Owner are consistent with the overall management strategy for the Hotel. Clearly, the Operator has never come into “exclusive possession or control” of the business of the Hotel, and under the terms of the MSA, it would not be possible for the Operator to do so.

The Owner is the proper entity to hold the license pursuant to HRS Chapter 281 because the Owner is the owner of the Hotel. While the MSA delegates some of the responsibility for operating the Hotel to the Operator, it also expressly reserves key rights and decision-making authority relating to the operation and control of the Hotel to the Owner. Thus, the business of the Hotel is ultimately controlled by the Owner, not the Operator.

IV. THE APPLICANT HAS ADDRESSED VIOLATIONS IN GOOD FAITH.

Since March 2021, the Applicant has received two notices of violation for LCV 21-0214 (Notice Number 28359) and LCV 21-0234 (Notice Number 28262). A Decision and Order for each of those violations was issued on October 14, 2021, and the Applicant paid the \$500 fine for each violation on October 27, 2021.

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The Report notes that the semi-annual submission of the employee list for the Hotel is pending. (Report, p. 32). The Hotel's general manager submitted the 2021 employee list for the Hotel via email to Cameron Maluyo, who confirmed receipt via reply email, on October 11, 2021.

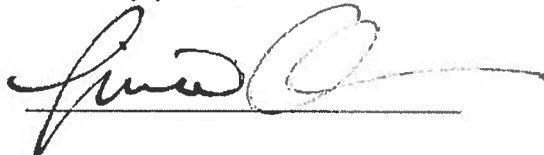
The Report notes that there is a pending violation for the Hotel. (Report, p. 31). The History of Violations attached as Exhibit B to the Report also shows a third violation, LCV 21-0376 (Notice Number 27812). To our knowledge, neither the Applicant nor we have received a copy of a notice of hearing for LCV 21-0376. We reached out to the Commission's staff on November 12, 2021 to request more information regarding this violation.

V. CLOSING REMARKS.

We hope that this supplemental written response has addressed the concerns raised in the Report and we respectfully request that the Commission approve the Application's transfer application.

Please feel free to contact me at (808) 447-5336 or cohira@starnlaw.com if you have any additional questions or concerns with our application. We would be happy to provide you with further information upon request.

Sincerely yours,



Christina N. Ohira, Authorized Agent for
2375 Ala Wai Property LLC

Enclosures.

cc: Daniel Sato, Supervising Investigator
dsato@honolulu.gov

Homer Tamapua, Licensing Investigator
htamapua@honolulu.gov

INDEX OF ENCLOSURES

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2021 NOV 16 A 7:29

1. Waikiki Sand Villa Hotel Purchase and Sale Agreement, dated November 19, 2020
2. First Amendment to Purchase and Sale Agreement; Assignment and Assumption of Purchase and Sale Agreement (Waikiki Sand Villa Hotel – Parcel 11 Leasehold and Parcel 10 Fee), dated February 3, 2021
3. Limited Warranty Deed, dated March 23, 2021 (TMK No. (1) 2-6-021-011)
4. Limited Warranty Deed, dated March 23, 2021 (TMK No. (1) 2-6-021-010)
5. Bill of Sale and Assignment and Assumption of Contracts and Leases, dated March 23, 2021
6. Owner's Policy of Title Insurance, dated March 23, 2021
7. Assignment of Ground Leases and Hotel Unit Deeds, dated March 23, 2021 (TMK No. (1) 2-6-021-011)
8. Springboard Hospitality Management Services Agreement, dated February 1, 2021

**Waikiki Sand Villa Hotel
Errors in 2021-11-12 Licensing Investigative Report**

Page #	Description of Error
1	Name of 80.83% member is misspelled. Should be Macquarie Waikiki Holdings LLC.
2	The Report correctly notes that the trade name registration for “Waikiki Sand Villa Hotel” is valid from 11/11/20 to 11/10/25. However, the applicant only started operating under the trade name on 3/23/21 (the Closing Date). The applicant also expects to renew the trade name registration prior to its expiration on 11/10/25.
4	Minor typo in second paragraph on page: DOVENTAIL GROUP LLC.
4	<p>Minor typos in third paragraph on page (quoting Recital A):</p> <p>A. Buyer and Seller entered into that certain Purchase and Sale Agreement dated November 19, 2020 (the “PSA”) pertaining to the purchase and sale of (i) Seller’s leasehold interest in the land upon which the Waikiki Sand Villa Hotel leasehold condominium (formerly known as “The Poinciana Hotel”) (the “Project”) is located, which land is identified on the tax maps of the City and county of Honolulu, State of Hawaii, as TMK No. (1) 2-6-021-011 (“Parcel 11”) (ii) all of Seller’s fee simple interest in and to the 228 units and appurtenant common interests that comprise the Project, and (iii) Seller’s fee simple interest in the land identified on the tax maps of the City and county of Honolulu, State of Hawaii, as TMK No. (1)2-6-021-010 (“Parcel 10”).</p>
4	<p>Minor typo in fourth paragraph on page (quoting Recital B):</p> <p>B. The Purchase Price under the PSA is . . . REDACTED . . . For various reasons, Buyer and Seller not desire to amend the PSA to . . . REDACTED . . .</p>
8	Did not include a reference to Recital D (describing the relevant Leasehold PSA with Waikiki Sand Villa Hotel, Inc.) of the Written Consent of the Sole Member of 2375 Ala Wai Property LLC.
11	Misquotes the section heading of Section 3.1 of the MSA (“Operating to be Sole Manager” instead of “Operator to be Sole Manager”).

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LAWYER
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HONOLULU

Page #	Description of Error
28-29	<p>The Report states that the main Hotel tower has 12 stories and that the Hotel has 214 rooms.</p> <p>The main tower is actually 14 stories, per the Certificate of Occupancy for Parcel 11:</p> <ul style="list-style-type: none"> • 2nd through 11th floors: 20 rooms per floor (200 total) • 12th and 13th floors: 13 rooms per floor (26 total) • 14th floor: 2 hotel rooms (2 total) <p>The photo of the Hotel appears to show 13 floors above ground and an underground parking garage.</p> <p>There are 238 total rooms in the Hotel, per the Certificates of Occupancy for Parcels 10 and 11.</p> <p>There are 228 condominium units / hotel rooms in the main tower and 10 hotel rooms in the 3-story “annex” building on Parcel 10, for a total of 238 rooms.</p>
31	Reference to <u>White</u> Sand Villa Hotel.

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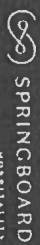


Affiliates Rooms Special Offers Eat-Drink FAQ Accessibility Statement Peace of Mind Promise Fact Sheet

Aloha@waikikisandvillahotel.com | 888-524-5933 | 2775 Ala Wai Blvd, Honolulu, HI 96813 | © 2011 Waikiki Sand Villa Hotel

Unblock Special Offer

Managed by Springboard Hospitality



<https://www.waikikisandvillahotel.com/>

As of 11/18/21



ROOMS GALLERY SPECIAL OFFERS EAT+DRINK FAQ

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NOW

Reservation: 888-524-5933
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Nestled in the heart of Waikiki, Waikiki Sand Villa welcomes you to your charming home away from home. Allow your cares to wash away on the peaceful south shore of Oahu, just steps away from some of Hawaii's most famous attractions and Waikiki Beach. The hotel is located on the quieter side of Waikiki with a sparkling pool, spa, wine garden and bar, and urban resort amenities.

Website: www.waikikisandvillahotel.com

Address: Ala Wai Blvd, Honolulu, HI 96815

Reservation Phone Number: (808) 922-4744

Local Phone Number: (888) 524-5933

Owner: Doretail – Co.

Operator: Springboard Hospitality

Hotel Overview:
Waikiki Sand Villa is a charming retreat located on the quieter side of iconic Waikiki. Here, you'll experience all the luxuries found at big resorts, but at affordable rates. Guests are invited to allow their cares to wash away on the peaceful south shore of Oahu, just steps from some of Hawaii's most famous attractions and the gentle surf of Waikiki Beach. Come and enjoy our sparkling pool, spa and urban resort amenities. Our cozy rooms include views of the Koolau Mountain Range and Ala Wai Golf Course. After a day exploring the island, relax and recharge with a dip in our large swimming pool or hot tub. Better yet, enjoy a handcrafted cocktail at La Vela Wine Bar.

Accommodations:
Waikiki Sand Villa offers 203 rooms and 11 suites. Ranging from 242 to 484 square feet, all feature a mini refrigerator, coffee maker, and balcony with view of the city, pool or Ala Wai Golf Course and Koolau Mountains.

In-Room Amenities:

- Push bedding & pillows
- Mini-fridge
- Kitchenette with dinette set (in suites)
- Balcony
- Coffemaker
- High-definition flat screen television with cable
- In-room safe
- WiFi
- Bath amenities
- Hair dryer
- Iron & ironing board
- Extra person charge is \$30 per night



ROOMS GALLERY SPECIAL OFFERS EAT+DRINK FAQ English v

BOOK NOW

Reservations: 808-524-5933

Manage Reservation

Accommodations:

Waikiki Sand Villa offers 203 rooms and 11 suites. Ranging from 242 to 484 square feet, all feature a mini refrigerator, coffee maker, and balcony with view of the city, pool or Ala Wai Golf Course and Koolau Mountains.

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- Mini-fridge
- Kitchenette with dinette set (in suites)
- Balcony
- Coffemaker
- High-definition flat screen television with cable
- In-room safe
- WiFi
- Bath amenities
- Hair dryer
- Iron & ironing board
- Extra person charge is \$30 per night
- Rollaway beds available at extra charge of \$30 per night
- Cribs, \$10 rental fee per night (based on availability)

Hotel Services & Amenities:

- 214 rooms
- 70-foot pool
- Hot tub
- Pool beach towels and chairs
- Sunscreen and aloe at pool
- Beach chairs and Go-pros (daily use)
- Fitness Center
- Onsite dining at La Vela Wine Garden and La Vela Wine Bar
- Natural Medical Clinic and Spa
- Car rental desk
- WiFi
- Luggage storage
- Local and toll-free calls
- Daily local newspaper
- Maps of Waikiki
- Non-smoking property
- Dog friendly (nightly per fee of \$35-tax per dog per night, refundable \$100 deposit required at check-in)
- Valet parking based on availability (\$40 per night)
- 24-hour Front Desk

Resort Fee & Inclusions:

To help make the most of guests' stay, and for optimal enjoyment, at \$25 plus tax per night, our Guest Amenities Fee includes:



ROOMS GALLERY SPECIAL OFFERS EAT+DRINK FAQ English ▾

BOOK NOW

Reservations: 855-524-5933

Manage Reservation

- 24-hour Front Desk

Resort Fee & Inclusions:

To help make the most of guests' stay, and for optimal enjoyment, at \$25 plus tax per night, our Guest Amenities Fee includes:

- Pool chairs and beach towels
- Beach chairs (daily use)
- Boogie boards (daily use)
- Go-pro cameras (daily use)
- Fitness Center
- Portable power banks
- Daily local newspaper
- High speed wireless internet
- In-room coffee maker
- Toll-free & local phone calls
- \$25 activity credit w/ Virtual Concierge per room per stay
- Sunscreen and aloe on pool deck
- Pink Sails Catamaran discount

Dining - La Vela Wine Garden:

Open to guests of all ages, La Vela invites you to delight in ancestral recipes from the Mediterranean prepared using Oahu's bounty of fresh, natural ingredients. Accompany your meal with a selection of cocktails and a hand chosen list of fine wines.

Dining - La Vela Wine Bar:

At this exclusive spot, one of Waikiki's best-kept secrets, owner Darko Vidak's passion for Italian cuisine and wine shines through in the candlelit dining room and wine cave with direct access to the pool

Location:

Away from the bustle and bustle of Waikiki, next to the popular running path along the Ala Wai Canal, Waikiki Sand Villa features views of the gorgeous Koolau Mountains and the Waikiki skyline. We are just minutes from the beach and one mile from the Hawaii Convention Center. Just steps from the hotel, at the base of Diamond Head Crater, sits historic Kapiolani Park and The Waikiki Shell, as well as the spectacular Honolulu Zoo. We are also just a short walk from the Waikiki Aquarium.

Connect With Us:



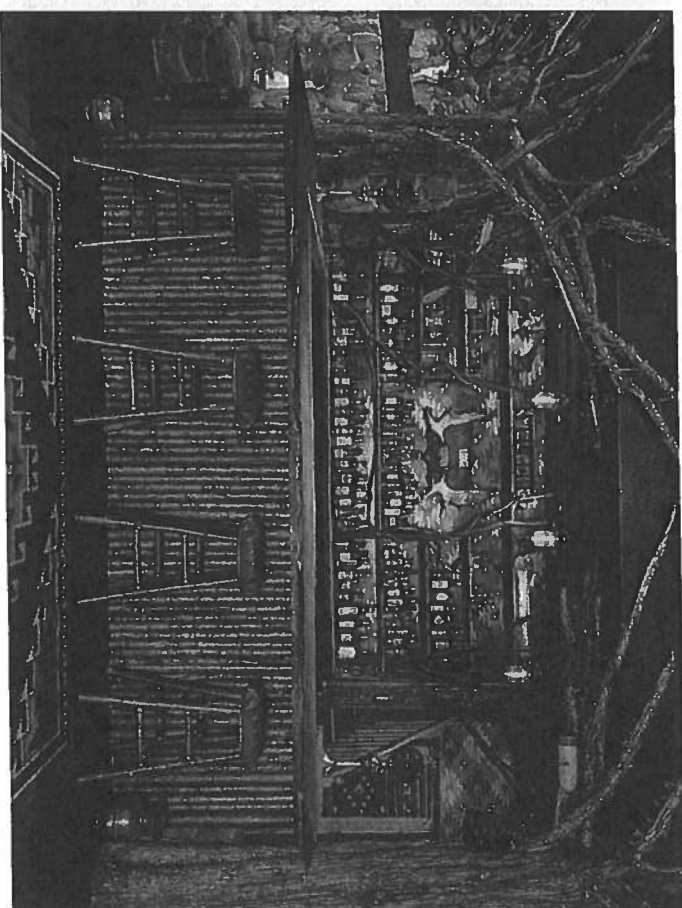
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Dovetail + Co is an owner and creator of experiential real estate. We craft strategic business plans that are cherished by our communities. Our approach is multi-disciplinary, collaborative, and results driven.

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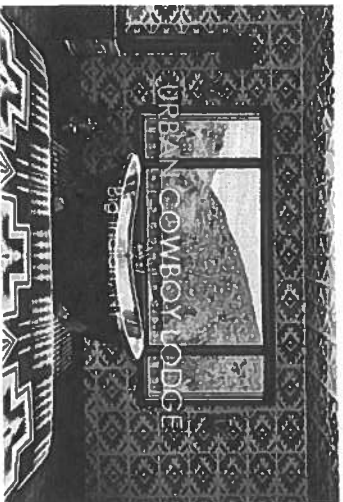
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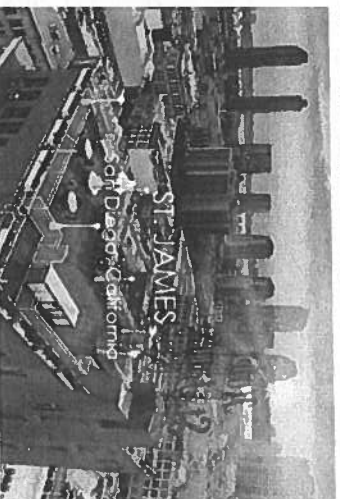
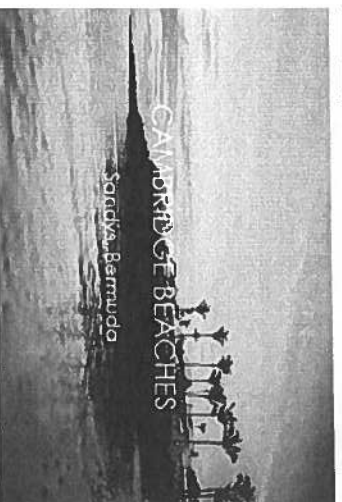
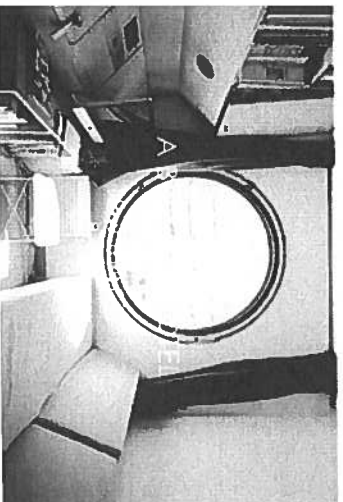


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WAYFINDER WAIKIKI

Waikiki, Honolulu
A DoveTail Original

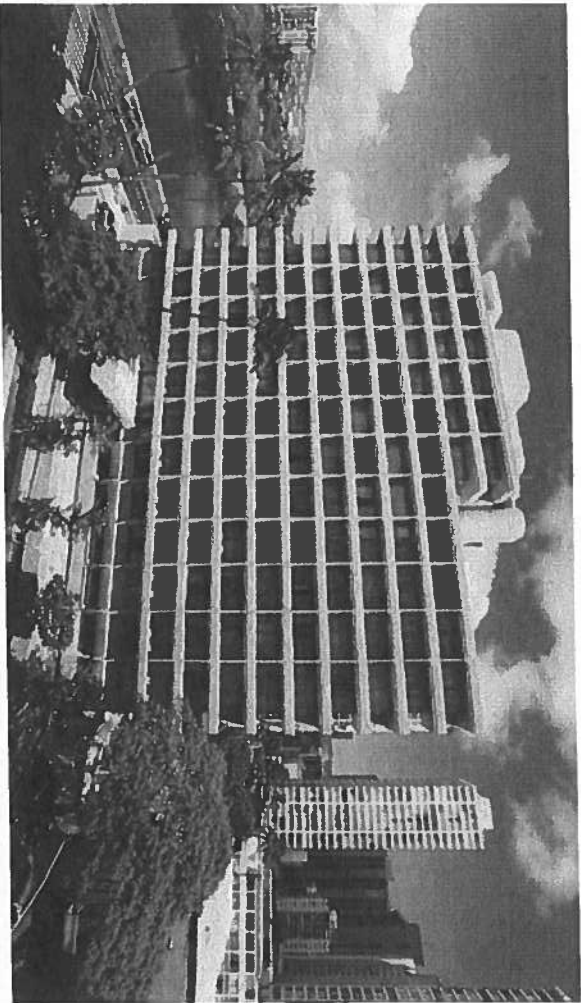
DoveTail + Co acquired Waikiki Sana Villa, a 226 room full-service hotel in 2021. After undergoing an extensive transformation, the hotel will reopen as Wayfinder Waikiki, the second Wayfinder Hotel created by DoveTail + Co. Like the flagship in Newport, Rhode Island, Wayfinder Waikiki will gather local chefs, bartenders, artists, designers, and entrepreneurs to create an energetic hub that celebrates the area's unique culture and stunning beauty.

Located in Honolulu, Waikiki is a vibrant neighborhood known for its popular surf beaches, designer stores, kinetic nightlife, waterfront restaurants, and Kuhio Beach hula shows. Waikiki is a fitting location for the Wayfinder Hotel, which acts as a comfortable, friendly, and lively home base for curious travelers looking to explore the best of the Hawaiian Islands.

Location
2375 Ala Wai Blvd, Honolulu, Hawaii

Property
The 226-room hotel boasts an oversized pool, multiple bar and restaurant spaces, and a walkable beach location.

waikikisandvillahotel.com
thewayfinderhotel.com



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www.dovetailandco.com
www.wayfinder-hotel.com



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<https://www.dovetailandco.com/wayfinder-waikiki>
11/18/21

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ABOUT US

Dovetail + Co is an owner, developer and operator of genuine and imaginative hospitality. Dovetail's leadership team combines best-in-class real estate and hospitality disciplines to create spaces that leave an impression. Dovetail is actively growing, focusing on projects in storied destinations that challenge the imagination and leverage its core capabilities.

Dovetail + Co was founded by Phil Hospod. Prior to founding Dovetail, Phil was part of Sydel Group's senior leadership team where notable achievements include the Freehand NYC and the Line DC, both award-winning and market-defining hospitality developments.

LEADERSHIP TEAM



PHIL HOSPOD
Founder & CEO

Phil Hospod is the founder and CEO of Dovetail + Co, an owner, developer, and operator of genuine and imaginative hotels.



BRIDGETTE SUMMERS
Director of Investments

Bridgette is responsible for new acquisitions and the successful execution of each business plan.



JAMES KOT
Chief Development Officer

James oversees all development operations at Dovetail + Co. From ground-up construction to adaptive reuse to major renovations.



KAT BANGS
Creative Director

Kat shepherds the life cycle of our brands and takes responsibility for the experience of our guests.



RYAN BEAN
VP Development

Ryan is responsible for overseeing the design, development, and construction of Dovetail's projects from concept to delivery.



PHIL HOSPOD
Founder & CEO

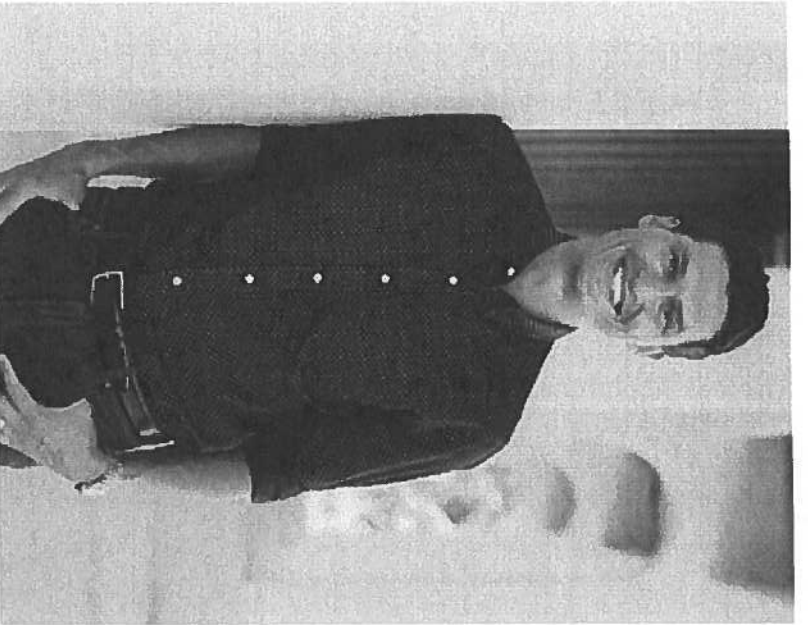
Phil Hospod is the founder and CEO of Dovetail + Co, an owner, developer, and operator of genuine and imaginative hotels. Dovetail pairs unique opportunities with best-in-class design, real estate, and hospitality practices to create value for its stakeholders.

Dovetail's first two projects-- The Wayfinder Newport and Urban Cowboy Lodge-- have both won accolades and are contributing to their communities. Dovetail's current pipeline includes a first of its kind luxury capsule hotel in NYC, a historic resort in Bermuda and hotels in Waikei and San Diego.

Prior to founding Dovetail, Phil was a member of Sydel Group's senior leadership team, where his notable achievements include the Freehand NYC and Line DC, both award-winning and market-defining projects. Over the course of his career, Phil has overseen over \$1B of investments and has led the creation and opening of 9 hotels and 18 restaurants.

Phil is passionate about creating spaces with soul, celebrating local communities, and delivering for all stakeholders. A hotel junkie at heart, Phil is particularly interested in projects that challenge the imagination.

Originally from Montreal, Phil studied at the Richard Ivey School of Business, Canada's premier business school, and earned a master's degree in Real Estate Development at Columbia University in NYC. When not travelling, Phil resides in NYC with his wife, 4-year-old daughter, and one-of-a-kind terrier mix.



CBRE Announces Sale of Waikiki Sand Villa Hotel

Honolulu, HI | March 25, 2021



CBRE completes the sale of the fee simple and leasehold interests of the Waikiki Hotel and secures financing for the transaction

CBRE announced the sale of the fee simple interest and the leasehold interest of the Waikiki Sand Villa Hotel for an undisclosed price to Dovetail + Co., a New York-based owner, developer and operator of hospitality properties. The transaction closed on March 23.

CBRE facilitated the debt financing and joint venture equity with Macquarie Capital on behalf of Dovetail + Co.

“This transaction reinforces the strong global interest in hospitality investment properties in Hawaii, especially in Waikiki”, said Matt Bittick, CBRE Capital Markets | Institutional Group, who co-led the marketing effort with the San Francisco based CBRE Hotels | Institutional Group of Henry Bose, Alex Lee-Bull and Elena Quach.

The 228-keys Waikiki Sand Villa Hotel is situated at the western end of the world-renowned tourist destination of Waikiki, in Honolulu, Hawaii. The property sits next to the popular running path along the Ala Wai Canal and provides views of the Koolau Mountains and the Waikiki skyline.

Yasuyuki Kojima of CBRE Capital Markets added, “The property marks the most recent hotel transaction for CBRE, showcasing our team’s broad skill set that encompasses all commercial property in Hawaii.”

Mr. Kojima handled the leasehold interest and worked in conjunction with Mr. Bittick and the CBRE Hotels team in the marketing efforts.

“The domestic and overseas debt and equity markets understood Dovetail + Co.’s plan for the asset, which, when combined with the resiliency of the Hawaiian islands, generated tremendous interest from domestic and overseas lenders and joint venture partners”, stated Mark Owens, Co-Head of CBRE Hotels Debt & Structured Finance | Institutional Group. “The partnership with Macquarie Capital provides Dovetail + Co. with an incredible long-term partner for the property and their extensive acquisition pipeline.”

About CBRE Group, Inc.

CBRE Group, Inc. (NYSE: CBRE), a Fortune 500 and S&P 500 company headquartered in Dallas, is the world’s largest commercial real estate services and investment firm (based on 2020 revenue). The company has more than 100,000 employees serving clients in more than 100 countries. CBRE serves a diverse range of clients with an integrated suite of services, including facilities, transaction and project management; property management; investment management; appraisal and valuation; property leasing; strategic consulting; property sales; mortgage services and development services. Please visit our website at www.cbre.com.

Media Contacts

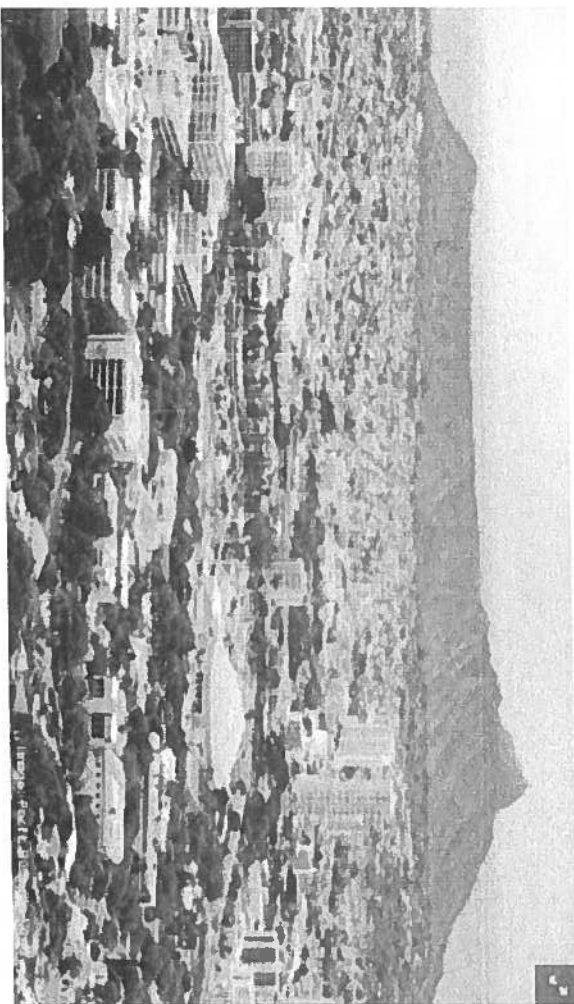
Damian Davila

Marketing Manager



Dovetail + Co. enters Hawaii market with Waikiki hotel acquisition

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Dovetail + Co. plans to renovate the hotel and rebrand it as the Waifinder Waikiki.
EUSENE TANNER / PEW

By Janis L. Magin - Senior Editor, Pacific Business News
Mar 26, 2021, 8:47pm EDT

Dovetail + Co. acquired both the leased-fee interest in the property at 2375 Ala Wai Blvd., as well as the leasehold interest in the hotel.

IN THIS ARTICLE

Hotels & Lodging
Topic

Matt Bittick
Person

Yasuyuki Kojima
Person

Mark Owens
Person

Phil Hospod

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The Movement Makers



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Cincinnati's largest
accounting firms forms
joint venture with
German company



COMMERCIAL REAL ESTATE

Hawaiian craft
lemonade shop secures
real estate for first San
Antonio location



LICENSING INVESTIGATIVE REPORT

DATE: November 12, 2021

SUBJECT: Transfer Application No. 21-22976 from 2375 Ala Wai Property LLC dba Waikiki Sand Villa Hotel, Hotel General license, for the transfer of business & license, from Sakuradai Hotel Corporation dba Waikiki Sand Villa Hotel, located at 2375 Ala Wai Boulevard, Honolulu (L0035)

COMPANY STRUCTURE:

2375 Ala Wai Property LLC: Formed under the laws of the State of Delaware on January 7, 2021 as a member-managed limited liability company, and registered on January 12, 2021 to do business in the State of Hawaii.

The sole member is:

	<u>Title</u>	<u>Interest</u>
2375 Ala Wai Holding LLC	Member	100%

2375 Ala Wai Holding LLC: Organized under the laws of the State of Delaware on January 7, 2021 as a member-managed limited liability company. The members are as follow:

Macquarie Waikiki Holding LLC	Member	80.83%
2375 Ala Wai Dovetail Investor LLC	Member	19.17%
<u>2375 Ala Wai Promote LLC</u>	<u>Member</u>	<u>0.00%</u>
		Total: 100.0%

FINANCIAL STATEMENT FOR 2375 ALA WAI PROPERTY LLC DBA WAIKIKI SAND VILLA HOTEL AS OF MARCH 23, 2021:

Financial Statement of the applicant, dated March 23, 2021, was submitted to the Commission on March 29, 2021, and certified by the applicant to be substantially correct.

TEMPORARY APPLICATION FILED:

In conjunction with this application, a Temp-license request (App. #21-22977), was approved on April 29, 2021.

TRADE NAME:

A copy of an approved application "Assignment of Trade Name", from the State of Hawaii Department of Commerce and Consumer Affairs (DCCA), dated March 23, 2021 and received by Commission on March 29, 2021.

The applicant will be operating under the Trade-name "Waikiki Sand Villa Hotel", from 11/11/20 - to 11/10/25.

PURCHASE AND SALE AGREEMENT:

According to the Purchase and Sale Agreement, made effective November 19, 2020, Waikiki Sand Villa Hotel, Inc., a Hawaii corporation ("Seller"), and Dovetail Group LLC, a Delaware limited liability company ("Buyer").

The Seller and Buyer agree to purchase and sell, upon on and subject to the terms and conditions set forth by the purchase and sales agreement, the Seller hereby agrees to sell, assign, transfer and convey to Buyer, and Buyer hereby agrees to purchase, all of the Seller's right, title and interest in and to the property at 2375 Ala Wai Boulevard.

The Buyer agrees to purchase, all of the Seller's leasehold interest in and to the certain parcel of land designated by Tax Map Key No. (1) 2-6-21-11 (the "Leasehold Interest"); fee simple interest in and to the 228 condominium units and appurtenant common interests, the condominium project known as the "The Poinciana Hotel" and located on said parcel of land (the "Project"); and (iii) all of Seller's fee simple interest in and to the land designated by Tax Map Key No. (1) 2-6-21-10 (the "Fee Property"), all of which are collectively being operated as the Hotel, together with the buildings, structures improvements, fixtures, and other items of property located thereon, and all rights, privileges and easements owned by the Seller.

All of the Seller's rights, title and interest in the tangible and intangible personal property located on the Real Property (or temporarily held in storage at location other than the Real Property) which is owned by the Seller and/or used in the ownership, operation and maintenance of the Hotel, the "FF&E and Other Tangible Assets", which include, but are not limited to, all personal property Any and all identification with respect to the Real Property, the Project or the Hotel and any food and beverage or other services establishments operated by Seller at the Hotel, including, but not limited to all trade names (including, without limitation, "Waikiki Sand Villa Hotel," "Sand Bar and Grill," and "Loco House"), logos, signs and trademarks used in connection with the Real Property, the Project or the

PURCHASE AND SALE AGREEMENT (CONTINUED):

Hotel, and all furniture, fixtures, furnishings, appliances, machinery, building supplies, tools, equipment, apparatus and fittings, surveys, plans, specifications, floor plans, operating supplies, engineering supplies, housekeeping supplies, office supplies, and other tangible personal property now or hereafter located in, appurtenant to or used in connection with the Real Property, the Project or the Hotel; Business records, financial records and files pertaining to the Real Property, the Project or the operation of the Hotel.

The Liquor License (defined below), to the extent that such Liquor License is transferrable at Closing.

Buyer is aware that it may be difficult to transfer the existing liquor license issued to Seller for the Hotel (the "Liquor License") as the Closing Date. **Buyer agrees that the transfer of the Liquor License shall not be a condition of Closing and Buyer's obligation to Close this transaction shall not be conditioned upon whether the Liquor License can be transferred as of the Closing Date.**

Closing. The transactions contemplated by this Agreement shall close (the "Closing") no later than thirty (30) calendar days after the Due Diligence Period expires on **January 4, 2021**, provided that Buyer shall have a one-time right to extend the Due Diligence Period for up to an additional thirty (30) calendar days (the "Closing").

At the Closing, the Seller shall convey all of the Seller's right, title and interest in and to the Real Property by execution and delivery of the Deed in the form.

The Seller shall transfer the Seller's right, title and interest in and to the Personal Property by execution and delivery of the Bill of Sale.

#1. This PSA is made by Waikiki Sand Villa Hotel, Inc., (Seller) a Hawaii corporation and Dovetail Group LLC, a Delaware limited liability company ("Buyer"). The two parties, Waikiki Sand Villa Hotel, Inc., (n.k.a Sakuradai Hotel Corporation), seller (licensee) and Dovetail Group LLC, a Delaware limited liability company as "Buyer". **The Transaction appears to include the liquor license for the hotel however, the buyer is not the applicant (2375 Ala Wai Property LLC) of this transfer of license.**

**FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT;
ASSIGNMENT AND ASSUMPTION OF PURCHASE AND SALE
AGREEMENT (WAIKIKI SAND VILLA HOTEL-PARCEL 11
LEASEHOLD AND PARCEL 10 FEE):**

#2. On November 9, 2021, Ohira submitted to the Commission a fully signed copy of the First Amendment to Purchase and Sale Agreement is made as of February 3, 2021, Waikiki Sand villa Hotel, Inc., (seller) and **Dovetail Group LLC, (buyer)** and 2375 Ala Wai Property LLC, (**"Assignee"**)

This First Amendment to Purchase and Sale Agreement is made as of February 3, 2021 (the **"Amendment Date"**), by and among WAIKIKI SAND VILLA HOTEL, INC., (**"Seller"**), and DOVENTAIL GROUP LLC (**"Buyer"**), and 2375 Ala Wai Property LLC, (**"Assignee"**)

- A. Buyer and Seller entered into that certain Purchase and Sale Agreement dated November 19, 2020 (the **"PSA"**) pertaining to the purchase and sale of (i) Seller's leasehold interest in the land upon which the Waikiki sand villa Hotel leasehold condominium (formerly known as "The Poinciana Hotel") (the **"Project"**) is located, which land is identified on the tax maps of the City and county of Honolulu, State of Hawaii, as TMK No. (1) 2-6-021-011 (**"Parcel; 11"**) (ii) all of Seller's fee simple interest in and to the 228 units and appurtenant common interests that comprise the Project, and (iii) Seller's fee simple interest in the land identified on the tax maps of the City and county of Honolulu, State of Hawaii, as TMK No. (1)2-6-021-010 (**"Parcel 10"**).
- B. The Purchase Price under the PSA is ...**REDACTED**... For various reasons, Buyer and Seller not desire to amend the PSA to...**REDACTED**...
- C. Buyer has also entered into a separate agreement (the **"Parcel 11 Fee PSA"**) with the fee owners of Parcel 11 (collectively, the **"Parcel 11 Fee Owners"**) to purchase the fee simple interest in Parcel 11. Buyer intends to close both transactions simultaneously.
- J. Pursuant to Section 8.a of the PSA, on November 24, 2020, Buyer elected to extend the Due Diligence Period by thirty (30) calendar days so that it will expire at 4:30 p.m. HST on Wednesday, February 3, 2021.

- K. Under Section 8.b of the PSA, if Buyer fails to deliver a Termination Notice to Seller before the expiration of the due diligence Period, Buyer is obligated to close the transactions contemplated by the PSA.
- L. Under Section 4.b.ii of the PSA, the Closing will occur no later than thirty (30) calendar days after the Due Diligence Period expires. Buyer and Seller had tentatively planned for the Closing Date to occur on **Friday, March 5, 2021**.
- M. The Land Court of the State of Hawaii (the "Land Court") has imposed "bulk recording" requirement for the conveyances contemplated by the PSA, and all conveyance documents must be delivered to the Land Court for filing no later than fourteen (14) business days prior to the scheduled Closing Date.
- N. To accommodate the timeline required to satisfy the bulk recording requirements imposed by the Land Court, Buyer and Seller now desire to amend the PSA to extend the Closing Date to **Tuesday, March 23, 2021** and to require Buyer and Seller to deliver all closing deliveries outlined in Section 7 of the PSA to Escrow on or before 11:00 a.m. HST on March 1, 2021.
- O. The PSA contemplates that Buyer and Seller will execute and record a single Assignment of Ground Leases and Apartment Deeds in the form attached as Exhibit D to the PSA to convey Seller's interest in the condominium units and ground leases to Buyer. To Accommodate Seller's desire to minimize the conveyance tax payable as a result of the sale contemplated by the PSA, Buyer and Seller have agreed to instead execute and record twenty-nine (29) Assignments of Ground Leases and Apartment Deeds, each conveying multiple units and ground leases, and each with its own separate Conveyance Tax Certificate. Seller has agreed to reimburse Buyer for the additional costs associated with having Buyer's counsel prepare and review such documents.
- R. Paragraph 24.a of the PSA provides that Buyer has the right to assign its rights and obligations under the PSA, without Seller's consent, to an entity of which Dovetail is a manager provided that Buyer shall be jointly and severally liable for the assignee's obligations under the PSA.
- S. Buyer now desires to assign its rights and obligations under the PSA to Assignee. Although buyer does not believe that Seller's consent is required for said assignment and assumption under Paragraph 24.a of

the PSA, for avoidance of doubt, Seller has agreed to provide its express written consent to said assignment and assumption.

Under the Agreements section:

4. Extension of Closing Date. Section 4.b.ii of the PSA is hereby amended by deleting any requirement that the Closing occur no later than thirty (30) calendar days after the Due Diligence Period expires. Instead, the Closing Date is hereby extended to and shall occur on Tuesday, March 23, 2021.

5. Pre-Closing Meeting. Section 4.b.i of the PSA (regarding the Pre-Closing Date and the pre-Closing meeting) is deleted in its entirety, and Buyer and Seller shall have no further obligations thereunder; provided, however, that Buyer and Seller shall deliver all Closing deliveries by the Closing Deliveries Deadline in accordance with Section 6 of this Amendment.

6. Delivery of Closing Documents and Closing Payment to Escrow. Buyer and Seller shall execute and deliver all Closing deliveries described in Sections 7.a through 7.c of the PSA to Escrow on or before 11:00 a.m. HST on March 1, 2021 ("the "Closing Deliveries Deadline").

Section 7.a (xvi) of the PSA is amended to provide that the Tenant Estoppel Certificates that Seller is required to deliver may be dated no earlier than the Closing Deliveries Deadline.

11. Assignment and Assumption of PSA; Seller's Consent. **Buyer hereby assigns and transfers to Assignee all of Buyer's right, title, and interest in and to, and obligations under, the PSA, and Assignee accepts the foregoing assignment and agrees to assume and perform all of the obligations of Buyer under the PSA from and after the Amendment Date. Seller expressly consents to the foregoing assignment and assumption.**

12. Entire Agreement. Except for the PSA, this Amendment constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous, written or oral negotiations, agreements, correspondence, and under standings among the Parties regarding the same.

According to the First Amendment to Purchase and Sale Agreement, the transaction appears to include the liquor license for the hotel however, **the**

buyer is not the applicant (2375 Ala Wai Property LLC) of this transfer of license.

The applicant (2375 Ala Wai Property LLC,) appears to only be an Assignee to all of Buyer's (Dovetail Group LLC) of this transfer of license.

This appears to be a transfer of business from the current licensee (Waikiki Sand Villa Hotel, Inc.), as the seller to an unknown third party (Dovetail Group LLC) as buyer, who then assigns the rights, title, and interests to the applicant (2375 Ala Wai Property LLC).

BILL OF SALE:

According to the Bill of Sale and Assignment and Assumption of Contracts and Leases, dated March 23, 2021 (the "Effective Date") by and between Waikiki Sand Villa Hotel, Inc., ("Seller"), and 2375 Ala Wai Property LLC, ("Buyer")

Reference is made to the certain Purchase and Sale Agreement dated November 19, 2020 by and Seller and Buyer's predecessor in interest (Dovetail Group LLC, a Delaware limited liability company), as amended by that certain First Amendment to Purchase and Sale Agreement; Assignment and Assumption of Purchase and Sale Agreement dated February 3, 2021 by and among Seller, **Dovetail Group LLC, and Buyer (as amended, the "PSA")**. Initially capitalized but undefined terms used in this Bill of Sale shall have the meaning given to them in the PSA.

For and in consideration of the sum of TEN AND NO/100 dollars (\$10.00) and other good and valuable consideration paid by Buyer, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby Grant, Bargain, Sell, Convey, Assign, Transfer, Set Over and Deliver unto Buyer all of Seller's right, title and interest in and to all furniture, fixtures and appliances, apparatus, fitting, equipment and other personal property, which are located on the Real Property, together with all property described herein.

According to the Bill of Sale and Assignment and Assumption of Contracts and Leases, appears that the current licensee (Waikiki Sand Villa Hotel, Inc.) as seller, assigns the rights, title, and interests to the applicant (2375 Ala Wai Property LLC) as buyer.

The unknown third party (Dovetail Group LLC) is still identified as buyer.

WRITTEN CONSENT OF THE SOLE MEMBER OF 2375 ALA WAI PROPERTY LLC:

According to the document titled, "WRITTEN CONSENT OF THE SOLE MEMBER OF 2375 ALA WAI PROPERTY LLC", effective as of March 1, 2021, 2375 ALA WAI PROPERTY LLC (the applicant/company) does hereby adopt and approve the resolutions set forth in the Written Consent of the Sole Member of the Company.

The Company is the Buyer under that certain Purchase and Sale Agreement executed on August 31, 2020 (but effective as of September 8, 2020), as amended by that certain First Amendment to Purchase and Sale Agreement dated November 16, 2020 and that certain Second Amendment to Purchase and Sale Agreement; Assignment and Assumption of the Purchase and Sale Agreement dated February 3, 2021 (as amended, the "Fee PSA"). Pursuant to the Fee PSA, the Company has agreed to purchase from various sellers: (i) the leased fee interest in the land upon which the Waikiki Sand Villa Hotel leasehold condominium (the "Project") is located, which land is identified on the tax maps of the City and County of Honolulu, State of Hawaii, as Tax Map Key No. (1) 2-6-021-011, CPR Nos. 0001 through 0228; and (ii) the lessor's interests in, to, and under the 228 Ground Leases and Hotel Unit Deeds relating to the Project.

The property that the Company intends to acquire pursuant to the PSAs is currently operated as the Waikiki Sand Villa Hotel (the "Hotel").

The Company also intends to obtain a loan from Macquarie PF Inc., a Delaware corporation ("Lender"), in the principal amount of FIFTY-SIX MILLION SEVEN HUNDRED THOUSAND AND 00/100 U.S. DOLLARS (\$56,700,000.00) (THE "Loan") to finance the purchases contemplated by the PSAs.

The member has deemed it to be in the best interest of the Company to consummate the purchases contemplated by the PSAs, to obtain the Loan, and to execute, acknowledge, deliver, and record (to the extent required to effectuate the Transaction and all documents and take all actions necessary or convenient in furtherance of the consummating the purchases contemplated by the PSAs and obtaining the Loan.

**WRITTEN CONSENT OF THE SOLE MEMBER OF 2375 ALA WAI
PROPERTY LLC (CONTINUED):**

Also the Member, on behalf of the Company, hereby approves the following documents (collectively, the "Transaction Documents") and the Company's execution, acknowledgement, delivery, and recordation of the Transaction Documents in connection with the Transaction.

The following documents are: the Purchase and Sale Agreements, application s for liquor license, Services agreement to be executed by the Company and WSVH to allow the Company to temporarily operate the Hotel under the Liquor License until the Company obtains a new temporary liquor license for the Hotel, Promissory Note to be made by the Company in favor of Lender, Loan Agreement to be executed by the Company and Lender; a Mortgage, Assignment of Leases and Rents, Security Agreement, Financing Statement, and Fixture Filing to be executed by the Company in favor of Lender and Environmental Indemnity Agreement to be executed by the Company, Michael Leffell, an individual, and Portage Partners LLC, a Delaware limited liability company, in favor of Lender a Management Services Agreement to be executed by the Company and OLS Hotels & Resorts, LLC, d/b/a Springboard Hospitality, a Delaware limited liability company ("Springboard"), an Assignment and Subordination of Management Agreement to be executed by the Company in favor of Lender and consented and agreed to by Springboard, any other documents referenced in the Loan Agreement that pertain to the Transaction, an Opinion Certificate of the Company, for reliance upon by Starn O'toole Marcus & Fisher, A Law corporation ("SOM&F") in conjunction with SOM&F's issuance to Lender of a loan opinion letter dated as of the Effective Date; and an opinion certificate for reliance by Williams Mullen ("WM") in connection with WN's issuance to Lender of a loan opinion letter dated as of the Effective Date.

MANAGEMENT SERVICES AGREEMENT:

According to a document titled, Springboard Hospitality Management Services Agreement, effective February 1, 2021, 2375 Ala Wai Property LLC, ("Owner") and OLS Hotels & Resorts, LLC, dba Springboard Hospitality, ("Operator"), agree to the Management Services Agreement. The Owner appointed Operator, and Operator accepted appointment, as the sole and exclusive operator of the Hotel during the Operating Term and on the terms of the Management Services agreement.

The document states that, subject to the terms and conditions of the Agreement is restricted to permitting Operator to manage and operate the Hotel on behalf of Owner, and Owner shall remain in possession and control of the Hotel at all times.

The operating term of this shall commence on the date on which Owner closes on its purchase of the Property (the "Commencement Date") and end five (5) years after the Commencement Date (such initial operating term, the "Initial Term"), unless sooner terminated pursuant to Article X. Owner may renew this Agreement, on the same terms and conditions as set forth herein, for five (5) additional years, upon notice to Operator given at least sixty (60) days prior to the expiration of the Initial Term.

Owner represents and warrants to Operator that it has and will maintain fee and/or leasehold title to the Hotel, its grounds, and all furnitures, fixtures, and equipment ("FF&E") necessary to operate the Hotel. Except as the parties otherwise mutually agree, Operator will take all commercially reasonable actions to obtain and maintain all licenses and permits required to operate the Hotel, including, without limitation, **all liquor licenses required to operate the Hotel's food and beverage services and environmental permits, if applicable.**

Upon the mutual agreement of Owner and Operator, **any license or permit may instead be held by Operator or its Affiliate.**

"Gross Income" shall mean all income resulting from the operation of the Hotel or its related facilities, but excluding:

- (a) any amounts received from Hotel patrons and guests that represent the hotel accommodation/transient occupancy tax or any federal, state, or municipal excise, sales, or use taxes;
- (b) tips or gratuities paid to Hotel employees;
- (c) proceeds of any insurance policies or title insurance policies (other than business interruption insurance replacing lost revenues or profit);
- (d) governmental allowances or condemnation awards;
- (e) the proceeds to Owner from the financing (whether debt or equity or otherwise), refinancing or the sale or other disposition of the Hotel or any part thereof or of any other assets of Owner not sold in the ordinary course of business;
- (f) any cash or credit rebates or refunds paid to patrons, guests, lessees, or concessionaires, any correction of overcharges, and any other item of similar nature;
- (g) interest on any accounts maintained in connection with the Hotel;

- (h) security deposits received from any tenant, concessionaire or any other party;
- (i) any form of incentive payments or awards (including, without limitation, condemnation awards) from any source whatsoever which are attributable to the Hotel.
- (j) operating receipts of tenants, licensees and concessionaires operating within the Hotel (but not excluding rents received by Owner from such tenants, licensees and concessionaires, which shall be included in Gross Income. In the event Operator is not responsible for securing or the ongoing management of such Tenants, rents received by Owner shall not be included in Gross Income.):
- (k) **working capital contributed by Owner**, and (1) rebates, discounts, complimentary items, uncollectible amounts/bad debt, warranty/guaranty payments, legal recoveries, security deposits and tax refunds.

“Net Operating Income” shall mean Earnings Before Interest, Taxes, Depreciation and Amortization, as described in the Uniform System.

“Operating Expenses” shall mean and consist of the following insofar as they relate to the Hotel all as set forth in the Annual Budget or otherwise subject to owner’s prior written consent:

the cost of salaries, wages and other costs relating to the employment of Hotel Employees, including payroll taxes and cost of training employees; the cost of goods sold, consumable materials, and other departmental expenses;

Operating to be Sole Manager. Operator shall use due care and diligence consistent with industry standards in carrying out all of its responsibilities under this Agreement. Subject to the limitations on Operator’s authority set forth herein, during the Operating Term, Operator shall be solely responsible for managing the Hotel and shall perform all services necessary for the efficient supervision, direction, and control of the operation of the Hotel in accordance with the style and standard described in Article IX and the other terms and conditions of this Article IX and the other terms and conditions of this Agreement, and also in compliance with all applicable Legal Requirements and the Annual Budget. Such services shall include, but not be limited to, the following.

General Manager. Operator shall be responsible for the provision or recruitment (subject to Section 3.1.B), supervision, direction, and termination of the services of the General Manager of the Hotel. The General Manager shall be such competent and experienced person as Operator may from time to time select or otherwise determine. **Operator shall at all times have the sole and exclusive right and obligation to**

supervise, direct, and control the General Manager in the performance of his duties.

Owner Approval of Executive Team. Owner shall have the right to reasonably approve the candidates hired or replaced during the Operating Term for the positions of General Manager, Controller, Director of Food and Beverage, Executive Chef, Director of Sales and Chief Engineer, as well as any culture and brand positions (collectively, "Hotel Executive Team"): provided, however, Owner shall not reject more than three candidates for any such position, and if Owner does reject more than three candidates, then Operator shall have the right to hire any qualified candidate that Operator determines appropriate for such position. All candidates for such positions shall be made available for one or more interviews with representatives of Owner.

Operator shall be solely responsible for the recruitment, hiring, employment, training, supervision, health and safety, compensation (pursuant to payroll, bonuses and other fringe benefits), direction, and termination of the employment of all employees of Operator necessary or proper for the efficient performance of the Hotel, none of which employees shall be employed by Owner, and all of which shall employed by Operator. All salaries of and all costs relating to Operator's employment of such staff shall be paid by Operator to all employees of the Hotel, and Operator shall be reimbursed the same as an Operating Expense for all of such employees whose place of employment is at the Hotel ("Hotel Employees") (as distinct from Operator's corporate employees), subject to the Annual Budget.

The General Manager shall have the sole and exclusive right and obligation to supervise, direct, control, and terminate the services of the staff of the Hotel and shall have the right to delegate such of his or her duties and powers to such other senior management staff of the Hotel as he or she considers appropriate.

Operator shall be solely responsible for the establishment and revision, as necessary, of the administrative, control, and auditing policies and procedures for the Hotel, including, but without limitation:

- the control of revenue and expenditures of all kinds;
- purchasing of supplies and services and the control of stocks;
- credit control;
- establishment, revision, and implementation of maintenance schedules relative to premises, contents, and equipment;

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

supervision, procedures and records relative to the Hotel Employees; and research into the development of new procedures relating to the foregoing and the implementation of improved procedures when desirable; and managing and mitigating WHSE hazards and risks associated with hotel operations that are consistent with the management systems and standards set forth in Springboard's WHSE OLS HOTELS & RESORTS Injury and Illness Prevention Program manual as at the date of this Agreement and relevant international good practices that apply to the hotel industry, including where applicable, engaging competent employees, contractors, consultants, and suppliers to oversee and conduct WHSE activities, investigating WHSE occurrences and credible allegations of significant WHSE incidents and implementing appropriate corrective actions to prevent reoccurrence.

Operator shall be solely responsible for regular verification that all the administrative and control procedures required in accordance with paragraph D, above, are operating in a sound and efficient manner and that the personnel are performing, and Hotel premises, contents, and equipment are being maintained, to standards in keeping with a similar class of hotel in the geographic area of the Hotel and the standards specified in this Agreement.

Repairs and Maintenance. Subject to the limitations on Operator's authority set forth herein, Operator shall be solely responsible for the planning, supervision and ensuring completion of ordinary and routine repairs and maintenance of the Hotel, estimated costs of which shall appear in the Operating Budget for the Hotel, all of which costs shall be borne by Owner.

Purchasing. Subject to the limitations on Operator's authority set forth herein, Operator shall be solely responsible for the procurement of all stocks, supplies, equipment, and other goods as Operator may determine as being reasonably necessary for the efficient and proper performance of the Hotel, subject to the Annual Budget and Section 3.2.J(3) below.

Accounts. Operator shall keep the books of account of the Hotel in accordance with the Uniform System, with such modifications as are necessary to meet the requirements of generally accepted accounting principles in the United States. **The books of account and all other records relating to or reflecting the Hotel shall be kept at the Hotel and**

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

shall be available to Owner and its agents or representatives at all reasonable times for examination, audit, inspection, and copying.

All books of account and other records of the Hotel, including, without limitation, guest records and front office records shall at all times be the property of Owner, which shall be surrendered to Owner upon any termination of this Agreement. Notwithstanding the foregoing, to the extent that Owner has such books of account and other records within its possession or control, Owner shall thereafter make such books of account and other records of the Hotel available to Operator at all reasonable times for inspection and examination upon prior notice to Owner.

Reporting. Operator shall provide the following reports to Owner:

- (1) On or before twentieth (20th) day of each fiscal Month after the Commencement Date, Operator shall deliver to Owner unaudited financial statements in accordance with generally accepted accounting principles in the US for the prior fiscal Month ("Monthly Statements") Prepared from the books of account maintained by Operator and containing at a minimum:
 - (a) balance sheet for the Hotel as of the end of such Month;
 - (b) an income statement showing the results of operation of the Hotel for such Month and for the cumulative year period in respect of such Month and for the preceding twelve months;
 - (c) a statement of Gross Income and Net Operating Income; and
 - (d) a summary of key hotel operating activities and performance.

The Monthly Statements shall also show:

- (i) the amount of Base Management Fee earned and paid/accrued for the fiscal period then ended;
- (ii) a comparison of the results of operations and capital expenditures for the Hotel for the fiscal period then ended with the Operating Budget and Capital Budget, respectively, and with the comparable period in the prior Fiscal Year;
- (iii) a Smith Travel Research report for the Competitive Set (promptly after the same becomes reasonably available to Operator); and
- (iv) a comp rooms and food and beverage list (and the reason thereof),
- (v) cash flow forecasts and
- (vi) any other information reasonably requested by Owner or its lender. The profit and loss statement shall be taken from the books and records maintained by Operator and be in the general form prescribed by the Uniform System.

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

(2) Within twenty (20) days after the end of each Fiscal Year, Operator shall deliver to Owner an annual statement for such Fiscal Year, which statement shall, if required by Owner, be audited by an independent certified public accounting firm retained by owner ("**Annual Statement**"). Such Annual Statement shall contain:

- (i) a balance sheet as of the end of that Fiscal Year;
- (ii) an income statement for the Fiscal Year;
- (iii) the calculation of the Gross Income, Net Operating Income, and the Base Management Fee and Incentive Management Fee for such Fiscal Year and
- (iv) any other information reasonably requested by Owner or its lender; and shall be in accordance with GAAP and the Uniform System, except as specifically modified herein. The cost of preparing the Annual Statement for each Fiscal Year shall be charged as an Operating Expense of the Hotel for such Fiscal Year; including the cost of any audit.

Budgets.

(1) Operator shall submit to Owner, for its approval at least seventy-five (75) days before the beginning of each Fiscal Year during the Operating Term (and in the case of the first Fiscal Year of the Operating Term, no later than the Effective date), a proposed operating budget for the Hotel (the "**Operating Budget**"), including an estimated profit and loss statement in reasonable detail for each Month and fiscal quarter of the ensuing Fiscal Year and a narrative description of Operator's plan and goals, including a sales and marketing plan, for the Hotel for the ensuing Fiscal Year. The Operating Budget shall also include, as applicable, schedules of (i) room rates, (ii) occupancy levels, (iii) gratuitous accommodations and services, (iv) sources of business, (v) sources and amounts of other income, (vi) all Operating Expenses to be incurred in connection with the Hotel, including as separate line items amounts budgeted for special services, central office services, if any, repairs and maintenance, and expenditures for advertising and business promotions, (vii) other fixed costs and expenses to be incurred in connection with the Hotel, including all items included in taxes, rent, insurance, mortgage payments and additions to reserved, and (viii) cash available for disbursement.

This submission shall hereinafter be referred to as the "**Capital Budget**" and shall be subject to Owner's prior written approval as with the Operating Budget as provided in (2) above. Owner's representative and Operator shall, at Owner's option, meet (in person or telephonically) monthly for the

MANAGEMENT SERVICES AGREEMENT (CONTINEUED);

purpose of reviewing Hotel profit and loss statements, Operator's performance, capital expenditures, forecasts of cash available for disbursement for the balance of the current Fiscal year, and making any revisions to the Operating budget or Capital Budget to which Owner and Operator jointly agree in order to maintain or improve the departmental profits and margins as originally budgeted.

The approved Operating Budget and Capital Budget shall be referred to collectively as the "Annual Budget".

Payments on Mortgages. Operator shall be responsible for making all timely payments required in connection with any loans encumbering the Hotel from the Hotel Account, Owner shall be responsible for the ensuring that sufficient funds (subject to advance notice of any shortfall by Operator to Owner as provided in this Agreement) are on deposit in the Hotel Account for all payments required to be made on all equipment or chattel leases, or other security agreements relating to the Hotel or its furniture, fixtures, and equipment. From funds made available by Owner and deposited in the Hotel Accounts, Operator shall, (1) make all payments on or before the due date therefor required under any equipment or chattel lease or other security agreement relating to the Hotel that constitute an obligation of Owner, provided a copy of the same has previously been delivered to Operator; and (2) perform all covenants related to the Hotel that Operator has obligation hereunder to perform.

Other Acts. Subject to the limitations set forth in this Agreement, Operator shall perform all other acts reasonably necessary for the proper and efficient management of the Hotel, subject to its obligations under this Agreement and without limiting Operator's obligation to conform to the approved Operating Budget and approved Capital Budget.

Corporate Services. In addition to the other services provided by Operator under this Agreement, Operator shall provide to Owner services of type provided to all hotels operated by Operator and performed by personnel not necessarily located at the Hotel, including, without limitation, planning; policymaking; executive supervision; budget advice, including expense optimization; sales strategy; personnel, employee relations, and benefit administration, including training and development of employees; trademark protection; procurement of third-party legal advice and representation; and research and development information not otherwise allocated among hotels owned or operated by Operator or its affiliated

MANAGEMENT SERVICES AGREEMENT (CONTINEUED);

entities. Expenditures, if connection with such services provided to Owner shall be in accordance with the Annual Budget.

Limitations on Operator's Authority. Notwithstanding any authority granted to Operator pursuant to any other provision of the Agreement, Operator shall not, without the prior consent of Owner:

Contracts. Enter into any contract, lease, license, concession agreement or other contract for the Hotel: (1) which has a term of greater than one year, including renewals, unless the contract is terminable at any time without cause upon not more than 30 days' prior notice, and without cost or penalty; or (2) which binds Owner to aggregate payments per year exceeding Twenty-Five thousand Dollars (\$25,000); or (3) is for space at the Hotel in excess of 500 square feet (unless such contract, lease, license, concession agreement is specifically contemplated by and consistent with the Operating Budget and is otherwise on reasonable market terms); or (4) with an Affiliate of Operator.

Section 5.1 Working Capital. As a condition of this Agreement, at the Commencement Date and thereafter throughout the Operating Term, Owner shall provide and continue to provide Operator with working capital, whether by way of cash or through bank credit, sufficient in amount (as reasonably determined by Owner after consultation with Operator, for example, one month's gross payroll) to constitute normal working capital for the uninterrupted and efficient operation of the Hotel for no less than a thirty day (30) period. If Owner fails to fund such working capital within twenty-one (21) days after written notice from Operator requesting such finding, then Operator shall have the right to, without limiting Operator's other rights and remedies hereunder, terminated this Agreement as provided in Section 10.1 of the Agreement, subject to the additional notice and cure period set forth in such Section.

Section 5.2 Hotel Bank Account. Monies received by Operator in the operation of the Hotel shall not be mingled with Operator's own funds but shall be deposited promptly in a bank account or accounts selected by Owner in Owner's name with Operator as trustee of such account(s) ("Hotel Account"). In Owner's name and with Operator as trustee of such account. Operator shall establish a dedicated bank account for the purpose of accruing monthly funds to pay real property tax and insurances when due ("Escrow Account"). All individuals designated by Operator to handle Owner's funds shall be

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

bonded in a reasonable amount consistent with industry standards. The cost of such bond(s) shall be included as Operating Expenses. Notwithstanding the foregoing, any lender of Owner may require that the Hotel Account be pledged as collateral for a loan and otherwise subject the Hotel Account to any cash management or other requirements, including, without limitation, reserve requirements, with which Operator shall comply, provided, however, that Owner will use commercially reasonable efforts to cause Owner's lender to provide priority for payroll to Hotel employees for so long as Operator is operating the hotel.

Section 5.3 Disbursements. Operator shall pay all Operating Expenses, including an accrual for monthly real property tax and insurance into the Escrow Account, and its Management Fees (due or past due), and reimbursement due it for sums advanced to the Hotel or Owner pursuant to Section 8.5 from the Hotel Account. Within thirty (30) days following the end of each Month, Operator shall make monthly disbursements to Owner of all cash remaining in the Hotel Account following payment of the foregoing expenses and in excess of the Working Capital Reserve (such remaining cash being hereinafter referred to as "Available Cash"). For purposes hereof, "Working Capital Reserve" shall mean the amount budgeted for the first full Month of each Fiscal Year for the sum of (a) the Base Management Fee and (b) the amount of Operating Expenses. Owner and Operator agree to reasonably adjust the Working Capital Reserve if and when significant changes to the operating environment require a greater (or lesser) amount of Working Capital Reserve for the Hotel to capably meet funding obligations.

Section 7.1 Repairs and Maintenance. Subject to the limitations on Operator's authority set forth herein, all expenditures properly incurred by Operator for maintenance, repairs, or decoration which in the reasonable opinion of Operator are necessary to keep the Hotel in good operating condition (excluding the costs of structural repairs and changes as mentioned in Section 7.3) shall be treated as Operating Expenses. Without limiting the foregoing, in the event that emergency expenditures not included in the Operating Budget are required to be made to protect against imminent loss of life, personal injury, or substantial property damage, Operator shall have the right to make such expenditures, to the extent meeting the definition of an Emergency Repair.

Section 7.2 Structural Changes. No alterations, additions, improvements, or repairs to the Hotel of a structural nature ("**Structural Changes**") shall be

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

made without the prior written agreement of Owner; provided that Operator's prior written agreement shall also be required (in addition to Owner) if the cost of any such Structural Change shall exceed Two Million Dollars (\$2,000,000). Owner shall at all times possess the right to contest any laws, ordinances, rules, or regulations now or hereafter in force, or by order of any governmental or municipal power, department, agency, authority, or officer with applicable jurisdiction purporting to require any such alterations, additions, improvements, or repairs be made and, if Owner elects to contest such requirement, Operator shall, upon written notice from Owner of Owner's intent to contest, postpone compliance pending the determination of such contest if so permitted by law.

Owner shall compensate Operator for its services (together, the Base Management Fee and the Incentive Management Fee, each as defined below, the "**Management Fee**") as follows:

Section 8.1 Management Fees. During each Fiscal Year (or part thereof) of the Operating Term, Owner agrees to pay Operator a base management fee ("Base Management Fee")

Payment of Management Fee. Operator shall pay to itself, in arrears, the Base Management Fee from the Hotel Account on the first day of the first Month following the Commencement Date and the first day of each Month thereafter during the Operating Term. If on any such day there are not sufficient funds in the Hotel Account to pay the Base Management Fee, Owner shall within ten (10) days following Operator's written notice, deposit funds in the Hotel Account sufficient to pay the unpaid amount of such Base Management Fee.

Section 8.5 Reimbursement of Operator for Advances. Nothing in this Agreement shall obligate Operator to expend or advance any of its funds for the operation, repair, or improvement of the Hotel or for any purpose for which Owner is obligated to make expenditures. Notwithstanding the foregoing, if Operator advances or expends any of its own funds for any item the cost of which is Owner's responsibility, Owner shall, no later than five (5) days following the day on which written notice therefor is given to Owner, reimburse Operator fully for such advance or expenditure.

Section 10.1 Termination by Operator.

If any monetary breach by Owner shall continue for more than ten (10) days following written notice of such breach delivered to Owner by Operator as provided herein, Operator may terminate this Agreement by

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

providing written notice of termination to owner as notices are required to be given herein.

If any non-monetary breach by Owner of any of its obligations under this Agreement, except as provided below, shall continue for more than thirty (30) days following written notice of such breach delivered to Owner by Operator as provided herein, or in the case of any breach that requires more than thirty (30) days to cure, Owner shall have commenced and be diligently pursuing a cure, and such breach shall not be cured with sixty (60) days following written notice by Operator, Operator may terminate this Agreement by providing written notice of termination to Owner as notices are required to be given herein.

Operator may terminate this Agreement with prior written notice, but without any opportunity to cure and without fault or obligation to Owner in the event Owner shall apply for or consent to the appointment of a receiver or trustee for the benefit of creditors, become insolvent, or shall voluntarily or involuntarily (which is not dismissed within 45 days) have federal or state bankruptcy proceedings instituted against it; Owner shall be involuntarily dispossessed of title to the Hotel;

Upon the exercise of Operator's reasonable discretion, Operator determines that Operator's performance of its obligations under this Agreement with respect to the Hotel may require Operator to contribute to a multi-employer Taft-Hartley fund Termination of the Agreement by Operator shall not extinguish Owner's obligation to pay Management Fees or any other sums due Operator pursuant to the express terms of this Agreement, up to the date of the termination of this Agreement by Operator. Owner shall pay all such sums no later than the fifteenth (15th) day following the date of Operator's termination of this Agreement.

Section 10.2 Termination by Owner.

If any monetary breach by Operator shall continue for more than twenty 20 days following written notice of such breach delivered to Operator by Owner as provided herein, Owner may terminate this Agreement by providing written notice of termination to Operator as notices are required to be given herein.

If any non-monetary breach by Operator of any of its obligations under this Agreement, except as provided below, shall continue for more than thirty (30) days following written notice of such breach delivered to Operator by Owner as provided herein, or in the case of any breach that requires more

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

than thirty (30) days to cure, Operator shall have commenced and be diligently pursuing a cure within such thirty (30) day period, and such breach shall not be cured with sixty (60) days following written notice by Owner, Owner may terminate this Agreement by providing written notice of termination to Operator in the manner herein specified.

Owner may terminate this Agreement with prior notice, but without opportunity to cure and without fault or obligation to Operator in the event Operator applies for or consents to the appointment of a receiver or trustee for the benefit of creditors, becomes insolvent, or voluntarily or involuntarily has federal or state bankruptcy proceedings instituted against it.

Effective as of any date that is at least twenty-four (24) months following the Commencement Date, or upon Owner's sale of the Property at any time an unrelated third party, Owner may terminate this Agreement without penalty with at least 65 days' notice to Operator.

Effective as of any date that is within twenty-four (24) months following the Commencement Date, Owner may terminate this Agreement provided an early termination penalty is paid to Operator; provided, however, that notwithstanding the foregoing, no early termination penalty shall be payable to Operator if Owner elects to terminate this Agreement upon an assignment of Operator's interest pursuant to Section 14.4(A) (b). Early termination penalty shall equal the Management Fees for the remaining number of months that would consist of the first twenty-four (24) months since the Commencement Date. Early termination penalty shall be calculated using the then in place budget. Notwithstanding the foregoing, if Owner so terminates this Agreement in connection with Owner's sale of the Property and Operator agrees with the new owner of the Hotel to continue to provide management services to the Property, then Operator shall not receive an early termination penalty.

Section 10.4 Additional Remedies. Termination of this Agreement shall be in addition to any and all remedies at law or in equity Operator or Owner may have against each other in the event of violation of any of the provisions of this Agreement.

Section 10.5 Rights and Obligations on Termination. Unless otherwise specifically provided in this Agreement, the termination of this Agreement shall not affect (a) the rights of either party with respect to liability or claims accrued, or arising out of events occurring prior to the date of the termination, or (b) specific rights which the Agreement provides shall

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

survive termination. Upon the termination of this Agreement for any reason under this or any other Article (including expiration of the Term), the following provisions, which shall survive termination of the Agreement, shall be applicable in addition to, and without limiting, any other rights of Owner or Operator pursuant to this Agreement or at law or equity:

A. Amounts Due: Receivables. Operator shall deliver to Owner simultaneously with the termination of this Agreement, the balance of any and all funds of Owner held by Operator. Operator shall deliver to Owner within fifteen (15) days, a final accounting of the Hotel up to and including the effective date of the termination or expiration of the Term (consistent in scope with the Annual Statement). Within ninety (90) days of the receipt by Owner of such final accounting statement, the parties will make whatever cash adjustments are necessary pursuant to such final statement. The cost of preparing such final accounting statement shall be an Operating Expense. All receivables of the Hotel outstanding as of the effective date of termination, including, without limitation, guest ledger receivables, shall continue to be the property of Owner, and Owner (and not Operator) shall be responsible for the collection thereof after this Agreement has terminated.

At termination, Owner (and not Operator) shall be responsible administrative and general expenses, including, without limitation, legal and professional fees; advertising and sales promotion expenses; heat, light and power expenses; repairs and maintenance expenses; the cost of replacement of china, glassware, silverware, cutlery, linen, and all other items of OS&E; a provision for bad and doubtful debts as Operator may reasonably determine in accordance with prevailing industry standards; and all other expenses incurred in respect of the Hotel that, under the Uniform System, are expensed currently rather than capitalized, except that no deduction shall be made for debt service or depreciation.

Insurance. With the written approval of Owner, Operator shall, during the Operating Term, procure and maintain the following insurance:

(a) Worker's compensation and employer's liability insurance, as may be required under applicable law, covering all of its employees at the Hotel. Workers' Compensation shall provide limits as statutorily required by the state of Hawaii and with Employer Liability limits of no less than One Million Dollars (\$1,000,000.00) each accident for bodily injury by accident

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

and one Million Dollars (\$1,000,000.00) each employee and policy limit for bodily injury by disease;

(b) Employment Practices Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) each insured event and in the aggregate covering claims of discrimination, sexual harassment, wrongful termination, and workplace torts brought by Operator's employees with respect to their employments at the Hotel. Workplace torts shall include but not be limited to retaliation, defamation, infliction of emotional distress, invasion of privacy, negligent evaluation, wrongful discipline, wrongful failure to employ, and wrongful demotion,. Policy shall be endorsed with a third party endorsement covering discrimination and sexual harassment to non-employees and shall include a co-defendant endorsement providing coverage to Owner as an Additional Insured when it is named as a defendant along with the Operator;

Liquor Liability Insurance with limits of not less than Twenty-Five Million dollars (\$25,000,000.00) each occurrence and in the aggregate (which may be provided via a combination of primary and excess/umbrella policies) covering bodily injury and property damage by reason of the selling, serving or furnishing of any alcoholic beverage by the Property;

At Owner's option, all or any of the foregoing insurance coverages may be provided by a blanket or other policies that are acceptable to Operator or Owner in either party's reasonable discretion.

Section 11.2 General Insurance Requirements. All policies of insurance required under this Article XI (except that within Section 11.5) (a) shall be carried in the name of Operator and shall name Owner as a Named Insured (with exceptions as noted under each individual coverage type), and, if Owner elects, any lenders as additional insureds; (b) shall be issued by insurance companies acceptable to Owner and licensed to do business in the state of Hawaii and A/M Best rating not lower than A-VII; (c) shall include in the general liability policy, a cross liability endorsement or a severability of interest provision and a waiver of subrogation provision in favor of the Owner; (d) shall be issued on terms and conditions and at rates (including deductible amounts) and providing the types of coverage and in compliance with requirements of Owner's lender; (e) shall be evidenced by certificates of insurance and appropriate renewals thereof delivered to Owner; and (f) shall not be canceled or materially changed without at least thirty (30) days prior written notice to Owner by Operator, or ten (10) days

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

in the event of non-payment of premium. Owner shall have the right to change the terms and conditions of any coverages described above or to add additional coverages by written notice to Operator. Owner understands that the cost, or savings, of any changes made outside of the normal renewal period may be subject to adjustments by the Insurer. Any proceeds of such insurance shall be payable to the parties as their respective interests may appear.

Section 11.3 Costs and Expenses. Insurance premiums and any costs or expense with respect to the insurance described in Article XI shall be treated according to the provisions of the Uniform System.

Indemnification of Owner. Operator shall indemnify, protect, and hold harmless and defend Owner, its Affiliates and lenders and their respective officers, directors, shareholders, members, partners, employees and agents) (collectively, the "Owner Indemnities") from and against any claims, liabilities, liens, suits, judgments, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or attributable to (a) any grossly negligent acts or omissions, fraud, or willful misconduct committed by, or at the direction (via policies, directives, instructions or otherwise) of, Operator's senior corporate and Hotel executives, (b) any breach by Operator of its covenants and agreements hereunder, or (c) any known violation of law by Operator. No action or omission of any Hotel employee, other than senior Hotel Executive Team (as that term is defined in Section 3.1B) shall be imputed to Operator for purposes of determining the grossly negligent acts or omissions, fraud, or willful misconduct of Operator under this Section 12.1. Operator's obligations pursuant to this Section 12.1 shall survive the expiration or any termination of this Agreement.

Section 12.2 Indemnification of Operator. Except to the extent of Operator's indemnity obligations set forth in Section 12.1 above, Owner shall indemnify, protect, hold harmless and defend Operator, its Affiliates, and their respective officers, directors, shareholders, employees and agents, from and against any claims, liabilities, liens, suits, judgments, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) (a) arising from or attributable to any acts or missions of Operator ion the performance of its services under this Agreement, or (b) arising from any third party claims relating to the release of any Hazardous Materials at the Hotel, or the violation of any Hazardous Materials Laws. Owner's

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

obligations pursuant to this Section 12.2 shall survive the expiration or any termination of this Agreement.

Operator may assign this Agreement to (a) any Affiliate of Operator and (b) any person or entity to whom Operator is assigning all or substantially all of its other management agreements, in connection with a sale, merger, or otherwise, provided that (i) the assignee shall assume the obligations of Operator under this Agreement, (ii) the assignee has experience in the operation of hotels and provides reasonable assurance to Owner that the Hotel will continue to be operated consistent with the Standard and the Loan Documents, and all other requirements of this Agreement, (iii) such assignee is or continues to be after giving effect to such assignment an operator of no less than 15 hotels, (iv) such assignee shall retain those key employees of Operator required to continue to operate the Hotel, (v) such assignee is not generally recognized in the community as being a person of ill repute or is in any other manner a person with whom a prudent businessperson would not wish to associate in a commercial venture or would in any way jeopardize the Hotel's liquor license, (vi) such assignee is not affiliated with the government of any country with which, or not itself a company with which, corporate citizens of the United States of America are prohibited from transacting business by any law, regulation or decree of the United States of America or its political subdivisions, (vii) such assignee has the financial ability and assets to meet its obligations under this Agreement, or alternatively, if Owner does not in its good faith judgment find such assignee's financial ability satisfactory, then as a condition of such assignment, Operator or a creditworthy Affiliate of Operator shall provide a reasonable guaranty of the financial obligations of any such assignee under this Agreement, (viii) assignee shall satisfy any "know your customer" and other similar onboarding requirements of Owner or Owner's lender, and (ix) at least thirty (30) days prior to the assignment or other transfer permitted by this Section Operator shall have delivered to Owner a written notice of such assignment or other transaction and a written description of the proposed assignee, identifying in reasonable detail the direct and indirect owners of the proposed assignee and shall be accompanied by the latest available audited, or if not available unaudited, financial statements of the proposed assignee and its direct or indirect beneficial owners, and evidence reasonably satisfactory to Owner that such assignee or other transaction satisfies the requirements of this Section. All other changes in control of Operator and transfers of this

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

Agreement or any interest herein by Operator are deemed an assignment requiring Owner's consent in its sole discretion.

- B. Owner shall not, without the prior consent of Operator, effect an assignment of its entire interest in this Agreement.**
- C. Whenever in this Agreement either of the Parties is named or referred to, those shall be deemed to include the successors and permitted assigns of the party who may become such in accordance with the terms of this Agreement, and all the agreements herein contained by or on behalf of either party shall bind and insure to the benefit of the respective successors and permitted assigns of said party who become such in accordance herewith. Nothing contained in this Agreement shall be deemed to create any third party beneficiary or other rights hereunder in favor of any person, firm, corporation, or other entity not a party to this Agreement.

Section 14.7 Warranty/Undertaking. Each party hereto warrants and undertakes to the other party that the execution of this Agreement and the consummation of the transactions contemplated hereby will not result in the breach of or otherwise constitute a default under any agreement, commitment, or other instrument to which such party is a party, and the in the event of a breach of this section, such party will indemnify and keep indemnified the other party for any loss or damage that may be suffered by such other party.

Section 14.11 Food and Beverage. It is anticipated that Operator shall initially manage and operate the restaurant and other food and beverage outlets at the Hotel, which includes that provision of room service and of all catering and banquet functions at the Hotel ("**F&B Outlets**").

Notwithstanding anything to the contrary in this Agreement, at Owner's election at any time, Owner may retain a third party operator to operate (Whether under a management agreement, lease agreement or otherwise) the F&B Outlets as determined by Owner in its sole discretion, in which case Operator shall administer the performance of the F&B Outlets provider, to the extent directed by Owner, and coordinate Hotel operations with the operations of the F&B provider. Such provider, the names of the F&B Outlets, and the terms of the operation of the F&B Outlets, shall be determined by Owner in its sole discretion. Notwithstanding anything to the

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

contrary in this Agreement, if a third party that is not an Affiliate of Operator or Owner manages one or more food and beverage outlets at the Hotel, the Base Management Fee for such portion of the Hotel reduced to one percent (1%) of the Gross Income for such portion of the Hotel managed by third party.

Miscellaneous. The liability of Owner for Owner's obligation under this Agreement shall be limited to Owner's interest in the Hotel and Operator shall not look to any other property or assets of Owner or the property or assets of any direct or indirect partner, member, manager, shareholder, director, officer, principal, employee or agent of Owner (collectively, the "Owner Parties") in seeking either to enforce Owner's obligations under this Agreement or to satisfy a judgment for Owner's failure to perform such obligations, or with respect to any other claims arising from the relationship between the parties or the Hotel or this agreement, and none of the Owner Parties shall be personally liable for the performance of Owner's obligations under this Agreement.

Wherever in this Agreement Owner's consent or approval is required, if Owner refuses to grant such consent or approval, whether or not Owner expressly agreed that such consent or approval would not be unreasonably withheld, Operator shall not make, and Operator hereby waives, any claim for money damages (including any claim by way of setoff, counterclaim or defense) based upon Operator's claim or assertion that Owner unreasonably withheld or delayed its consent or approval. Operator shall perform its obligations under this Agreement in compliance with all applicable requirements under all laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction over the Hotel, including, without limitation, WHSE laws and regulations, OFAC, bribery and anti-corruption laws and regulations, the Payment Card Industry Data Security Standard and any other credit card company specific security requirements, and all terms of each insurance policy, and the Loan Documents (collectively, "Legal Requirements").

LIMITED WARRANTY DEED:

According to the limited warranty deed, Waikiki Sand Villa Hotel, Inc., (**Grantor**) and 2375 Ala Wai Property LLC, (**Grantee**); Grantor grants, bargain, sell and convey unto Grantee the following; Grantor's undivided interest in and to those certain parcels of land described in **Exhibit "A"** attached hereto and made a part here of the "**Land**" which undivided

MANAGEMENT SERVICES AGREEMENT (CONTINUED):

interest in and to the Land are appurtenant to the condominium units (collectively, the “**Hotel Units**”) described in those certain Ground Leases and Hotel Unit Deeds encumbering the Land and being more particularly the Unit Leases. And Grantors undivided interest in and to the land described above and Grantor’s interest in, and under the Unit Lease are collectively referred to herein as the property.

The Limited Warranty Deeds have been recorded with the State of Hawaii Bureau of Conveyance. Grantor and Grantee have executed the deeds as of the Effective Date (**March 23, 2021**)

LICENSE IN EFFECT FOR MORE THAN ONE YEAR:

Liquor Commission records reveal that the Hotel liquor license (L0035), has been in effect since June 23, 1992.

DESCRIPTION OF THE PREMISES:

Location: The licensed premises is located at 2375 Ala Wai Boulevard, on the makai-kkhd corner of the Kanikapolei Street and Ala Wai Blvd. junction.

Details of the Premises: The irregular shaped licensed premises is comprised of the entire Hotel property known as the Waikiki Sand Villa Hotel; 12-story building, 214 rooms located on the mauka-ewa corner of the property facing Kanikapolei Street.

- a. A frontage of 159 feet with a depth of approximately 64 feet.
- b. Annex structure located makai-kkhd of the main building; 3-story structure that lays from ewa to kkhd is approximately 22 feet by 98 overall.

Main Building:

Ground Floor: There is a porte cochere on the Ewa side of ground floor fronting Kanikapolei Street.

1. Hotel lobby is located kkhd side of the porte cochere with front desk and back offices at mauka-kkhd side.

2. A dining area located makai of the lobby; 23 feet by 43 overall; with full-service bar and kitchen.

1st Floor: Offices, meeting rooms, guest rooms and banquet rooms are located on this floor.

2nd through 12th Floors: The higher up floor are comprised of guest rooms and suites.

Annex:

Ground Floor: An Italian restaurant (La Vela Wine Bar) approximately 20 by 22 feet located on the Ewa end of the Annex. On the 2nd & 3rd floors are guest rooms; include a guest room for special cases on check-in and out.

A Spa and an equipment room are located at the kkhd side with shower area as well as men's and women's restrooms. A guest room for special cases made available to guests with unexpected check-in/out challenges.

See **Exhibits A (11 pages)**, photographs & floor plans of Hotel.

REASON FOR TRANSFER:

A mutual business agreement between the named parties.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business: The 2375 Ala Wai Property LLC dba Waikiki Sand Villa Hotel will continue to operate, providing transient accommodations to visitors/tourists and to our local residents.

Liquor Serving Spots: All Hotel guests are welcome to the La Vela Wine Garden for ancestral recipes from the Mediterranean using local grown produce/fruits. And for an exclusive spot for Italian cuisine and candlelit dining and wine; La Vela Wine Bar.

Limited Warranty Deed: (this "Deed") is made as of March 23, 2021 (the "Effective Date"), by and between WAIKIKI SAND VILLA HOTEL, INC., ("Grantor"), and 2375 ALA WAI PROPERTY LLC, ("Grantee")

ISSUES:

According to the Purchase and Sale Agreement made effective November 19, 2020, **the transaction appears to include the liquor license for the hotel however, the buyer is not the applicant (2375 Ala Wai Property LLC) of this transfer of license. Dovetail Group LLC, appears to be the buyer with rights, title, and interest in and to, and obligations under, the PSA.**

According to the First Amendment to Purchase and Sale Agreement, the transaction to be a transfer of business from the current licensee (**Waikiki Sand Villa Hotel, Inc.**), as the seller to an **unknown third party (Dovetail Group LLC) as buyer who then assigns the rights, title, and interests to the applicant (2375 Ala Wai Property LLC).**

According to the Bill of Sale and Assignment of Contracts and leases, appears that the current licensee (Waikiki Sand Villa Hotel, Inc.) as seller, assigns the rights, title, and interests to the applicant (2375 Ala Wai Property LLC).

The unknown third party (Dovetail Group LLC) is still identified as buyer.

According to the Management Agreement, Section 1.3 OLS Hotels & Resorts, LLC, (Operator), acknowledges and agrees that the Liquor License is a material asset of the Project, is **not an asset that Operator is entitled to retain independent of its management of the Project** pursuant to the Agreement, and that **2375 Ala Wai Property LLC (Owner) reserves and retains all beneficial ownership rights in the Liquor License.**

However in the Management Agreement, states that “Operator will take all commercially reasonable actions to obtain and maintain all licenses and permits required to operate the Hotel, including, without limitation, **all liquor licenses required to operate the hotel’s food and beverage services and environmental permits., if applicable.**”

Additionally, “Upon the mutual agreement of Owner and Operator, **any license or permit may instead be held by Operator or its Affiliate.**”

Operator shall be solely responsible for the recruitment, hiring, employment, training, supervision, health and safety, compensation (pursuant to payroll, bonuses and other fringe benefits), direction, and termination of the employment of all employees of Operator necessary or

proper for the efficient performance of the Hotel, **none of which employees shall be employed by Owner, and all of which shall employed by Operator.**

#1. According to the Management Agreement the applicant will not have any employees at the hotel. Additionally it appears that the applicant business for which will be the licensee's license was issued to will not be operated by the applicant with any respect to the hotel's business.

#2. There appears to be a transfer of business to an unknown third party, before the applicant take possession via the Bill of sale Agreement. Additionally The Limited Warranty Deeds have been recorded with the State of Hawaii Bureau of Conveyance. Waikiki Sand Villa Hotel, Inc., (Grantor) and 2375 Ala Wai Property LLC, (Grantee) have executed the deeds as of the Effective Date (**March 23, 2021**).

#3. Pursuant to Rules of the Liquor Commission §3-82-41.1. Transfer of License. (a) No license shall be transferred while an adjudication hearing against the licensee is pending, and/or there are any outstanding assessments and/or penalties for liquor law or rule violation. Currently there is a pending violation.

HAWAII REVISED STATUTES:

§281-1 Definitions:

"Person" means and includes natural persons, associations, copartnerships, limited liability companies, and corporations, and also includes any agent, servant, and employee of such person.

"License" means any license granted under this chapter.

"Licensee" includes also all agents, servants, and employees of the holder of a license.

§281-41 (h) If any licensee without prior approval transfers to any other person the licensee's business for which the licensee's license was issued, either openly or under any undisclosed arrangement, **whereby any person, other than the licensee, comes into exclusive possession or control of the business** or takes in any partner or associate who would be unfit or improper to hold a license pursuant to section 281-45, the commission may in its discretion suspend or cancel the license.

On March 23, 2021, OLS Hotels & Resorts, LLC dba Springboard Hospitality took possession of managing and operating of White Sand Villa Hotel.

LIQUOR LICENSE INTERESTS:

None

HISTORY OF VIOLATIONS:

According to Liquor Commission records, the applicant has been fined \$1,250.00 for Conditions of Licenses (281-31) and Employee Records (§3-82-38.4); pending is Semi-annual Submission of Employee List.

See **Exhibit B**, copy of LCIS

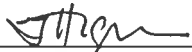
ZONING CLEARANCE:

A valid zoning clearance dated 2/25/21 and received by Commission on March 29, 2021.

OPINION:


Statutory requirements of this filing has not been met.

The transfer of business was made prior to Commission approval.



Homer Amapua
Licensing Investigator

Reviewed by:

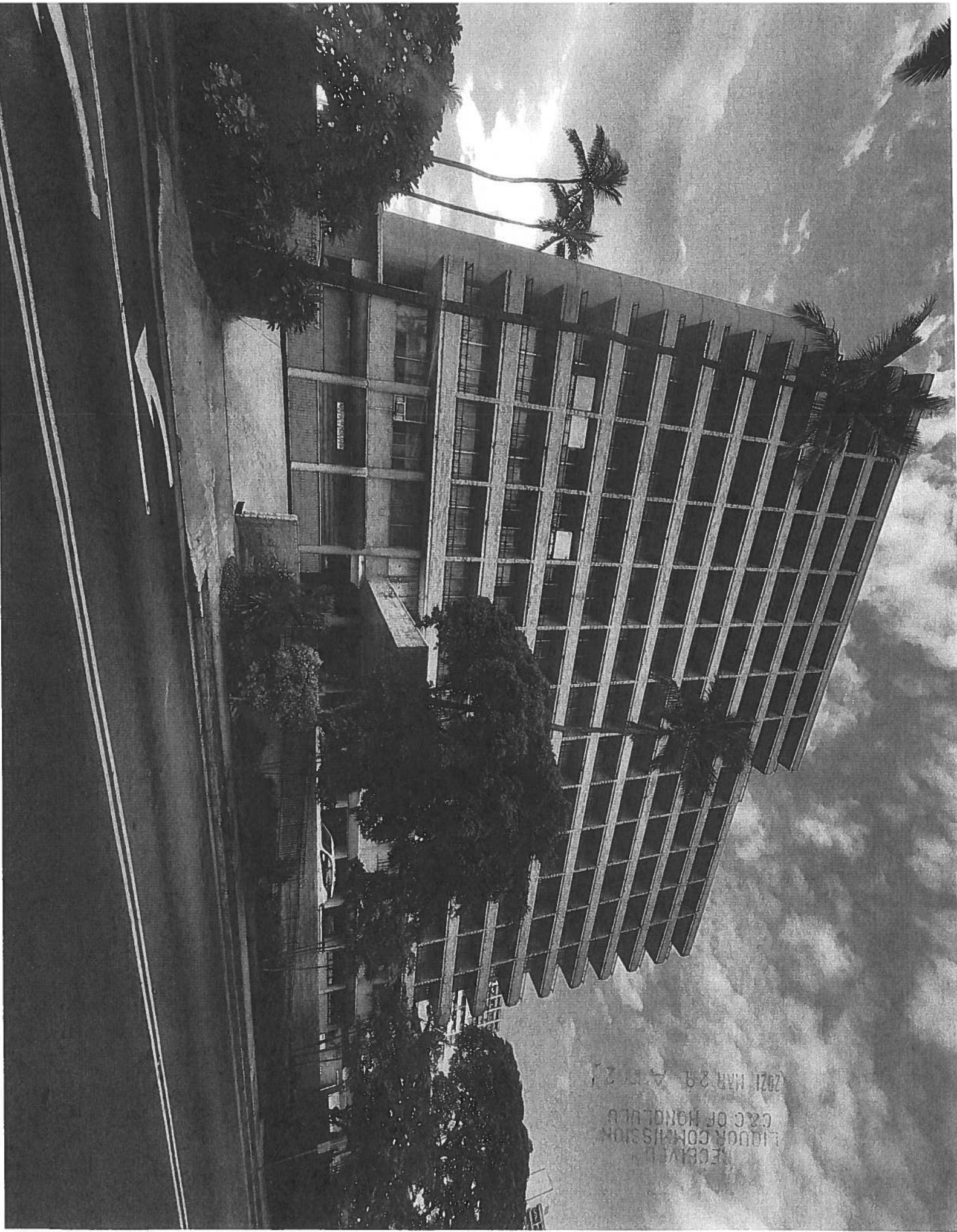


Daniel Sato
Supervising Investigator *Williamson* *ah*

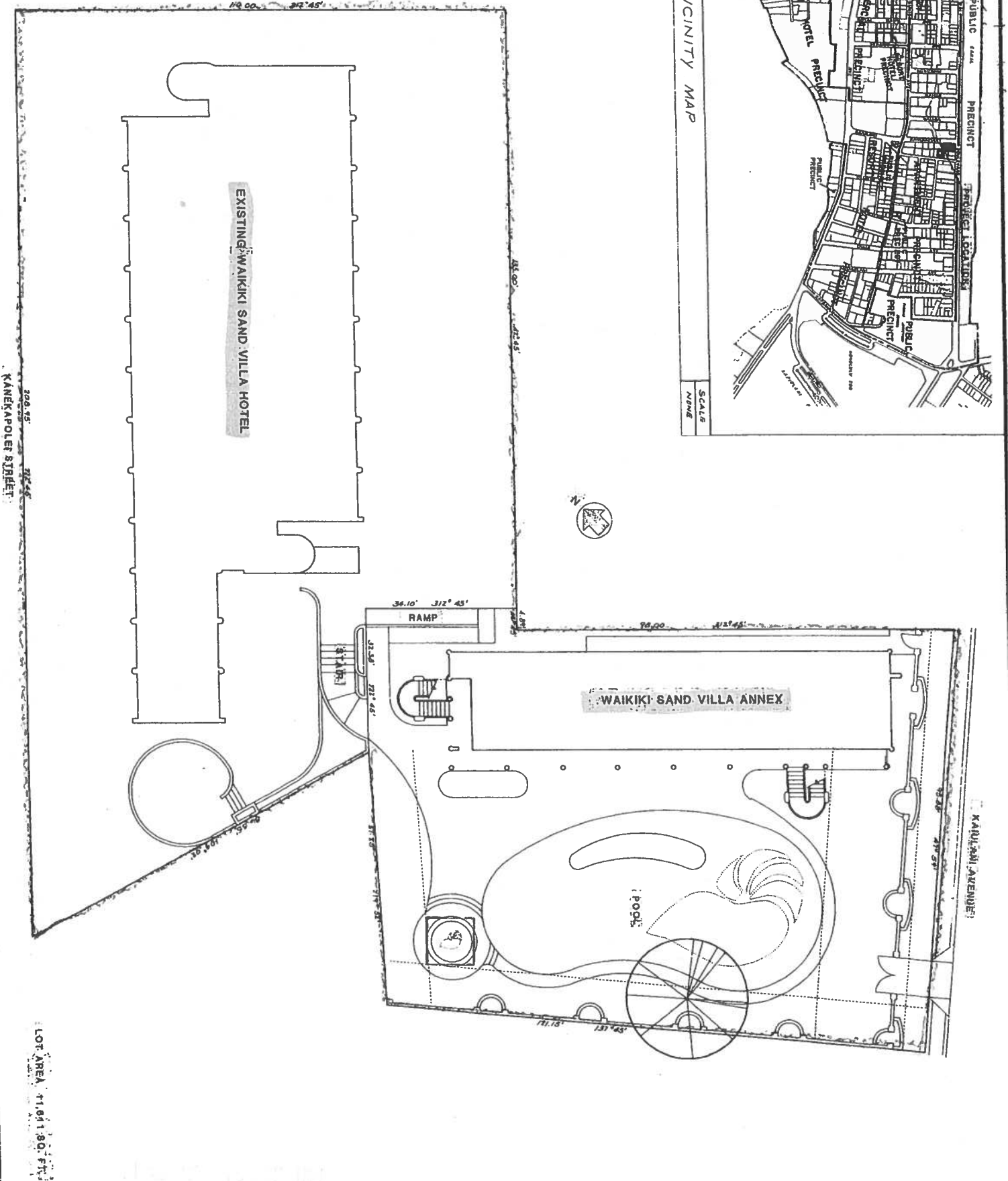


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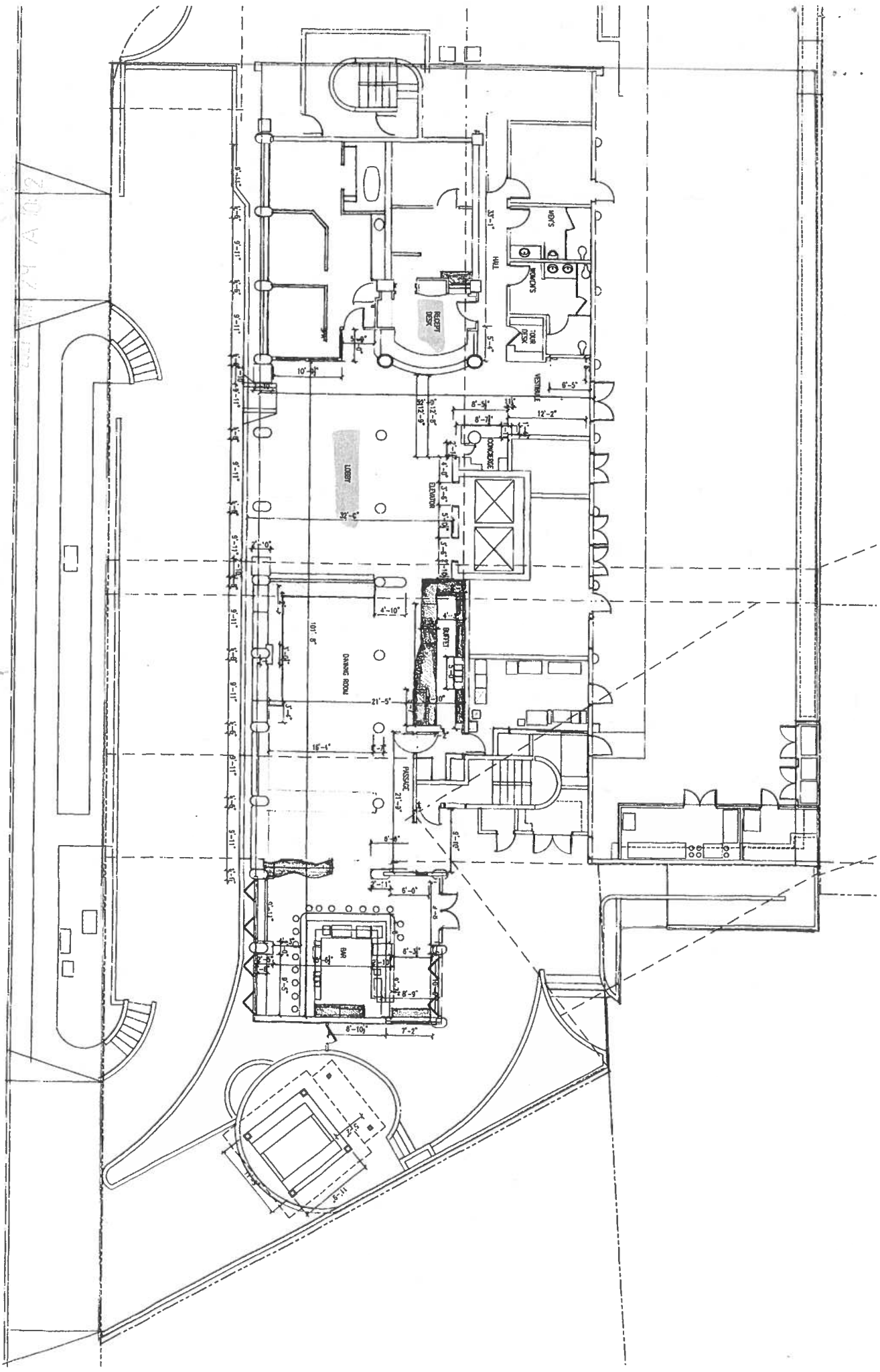
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KEY TO
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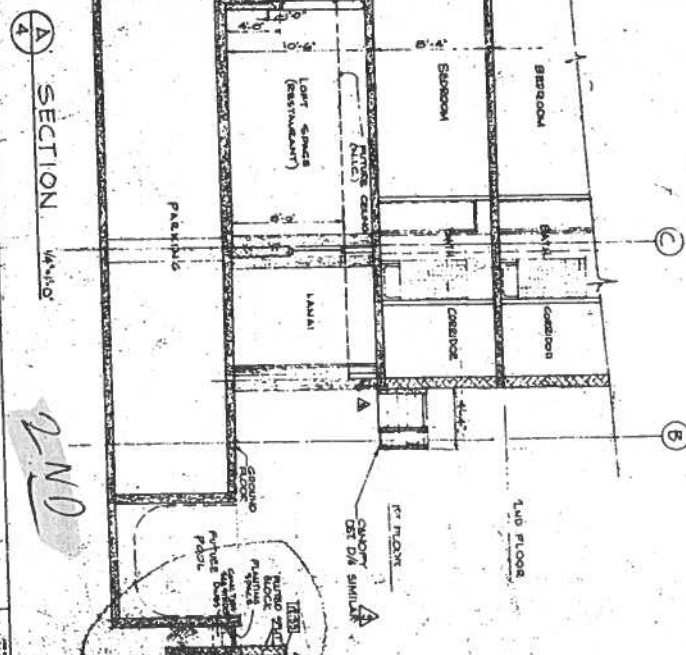
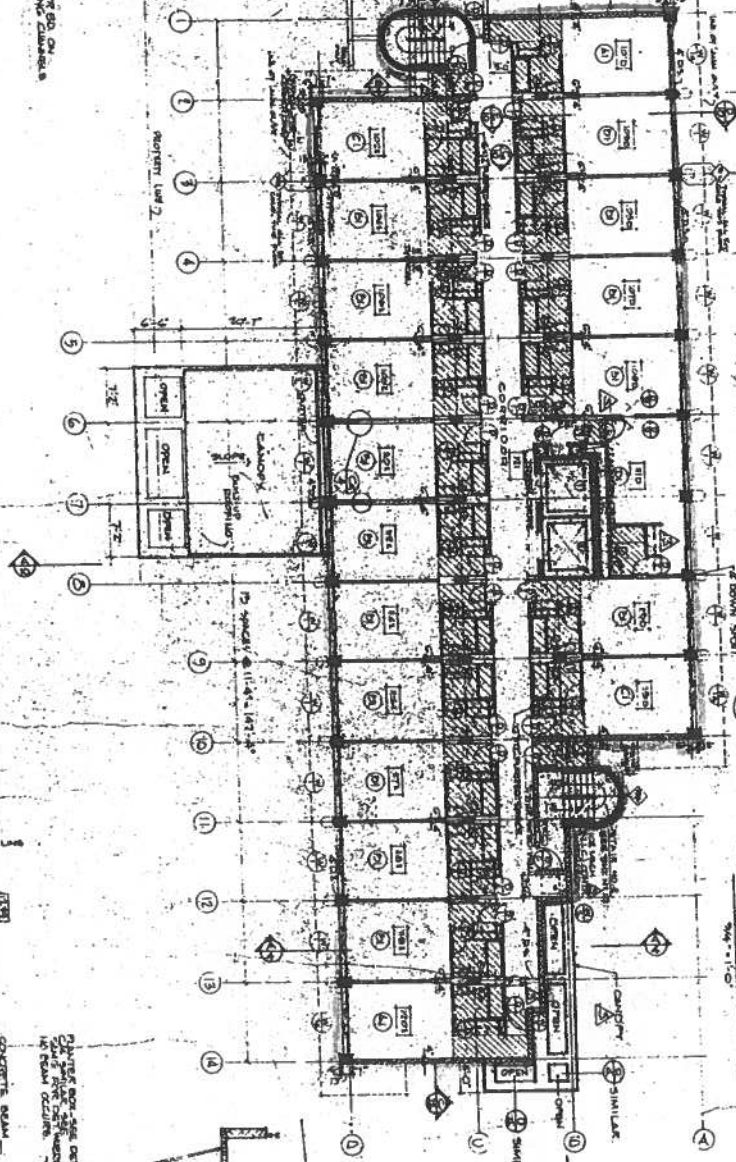
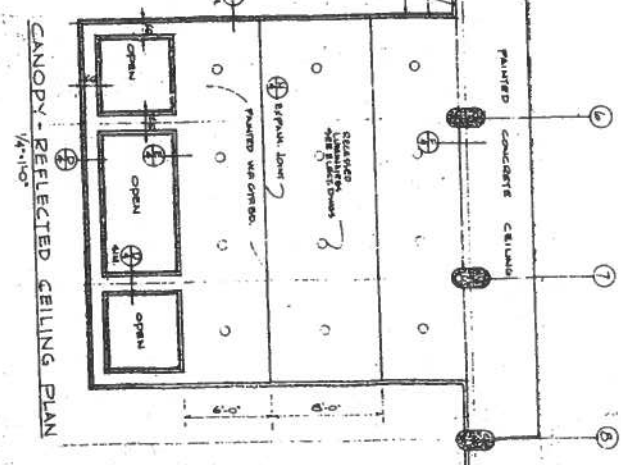
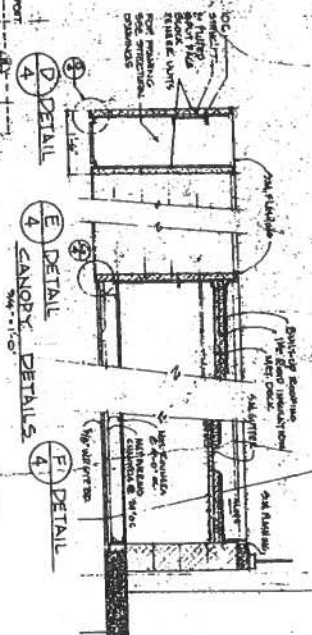
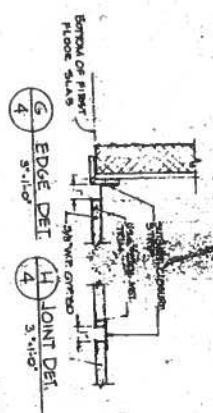
EXISTING FLOOR PLAN
1/8" = 1'-0"

WAIKIKI SAND VILLA - EXISTING CONDITIONS - JANUARY 27, 2014

0 4 8 16
SCALE: 1/8" = 1'-0"

EXHIBIT A





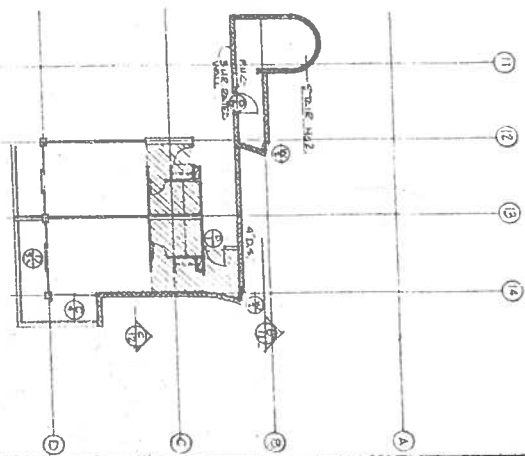
2ND

PONCIA HOTEL

LENNON, FRESH, HAINES & JONES

1917

15-35-2



0-10.9% 3755

0-10.9% 3755

RECEIVED
FOR COMMISSION
2 OF HONOLULU

3-10

TYPICAL FLOOR PLAN 20-10
SCALE: 1/8" = 1'-0"
NOTE: FOR DETAIL DIMENSIONS SEE DETAIL 20-10

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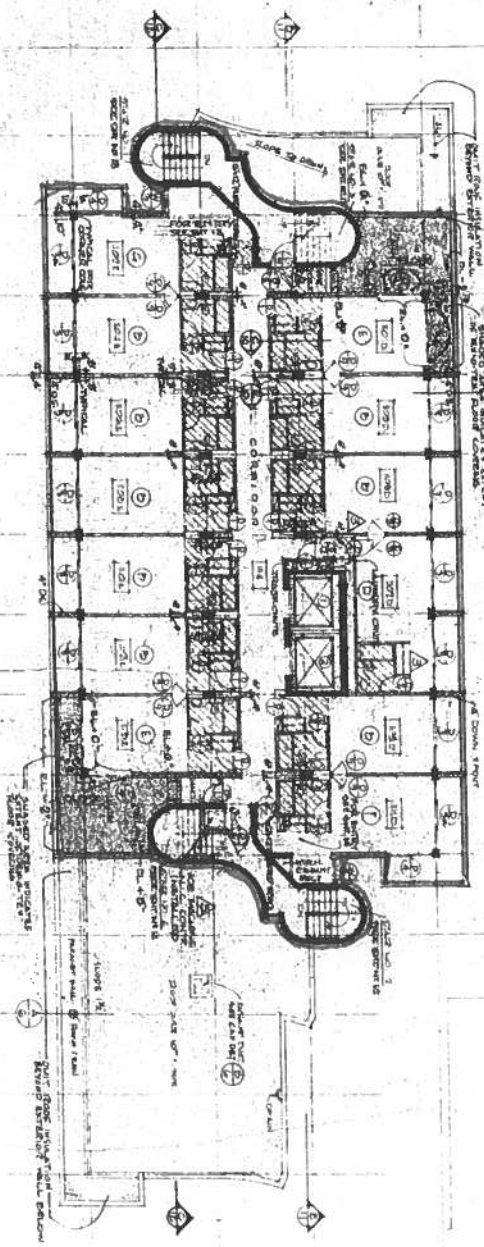
RECEIVED JAN 20 1972
CONCANA HOTEL
LEMON, FREETH, HAINES & JONES
ASSOCIATES, P.L.C. ARCHITECTS LTD.

LEMMON, FREIGHT LIMITED,
ASSOCIATES & A. AGENTS LTD.

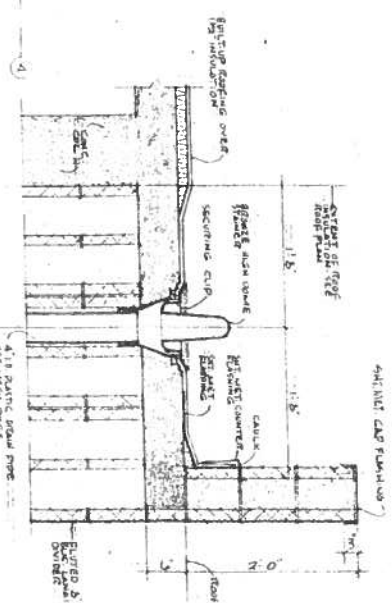
REPORT TYPE: 100 & 2000 PERIOD: 10/1/2000-10/31/2000

— 100 —

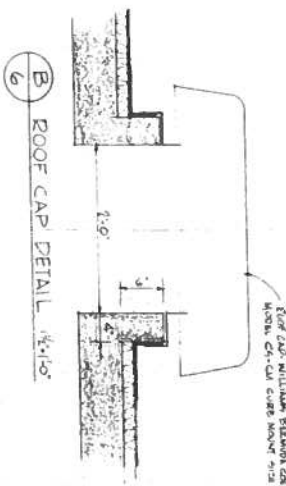
EVIDENCE



ELEVENTH 1000 PLAN
SCALE 1/8" = 1'-0"
NOTE: FOR ORIGIN PLAN OF THIS SECTION



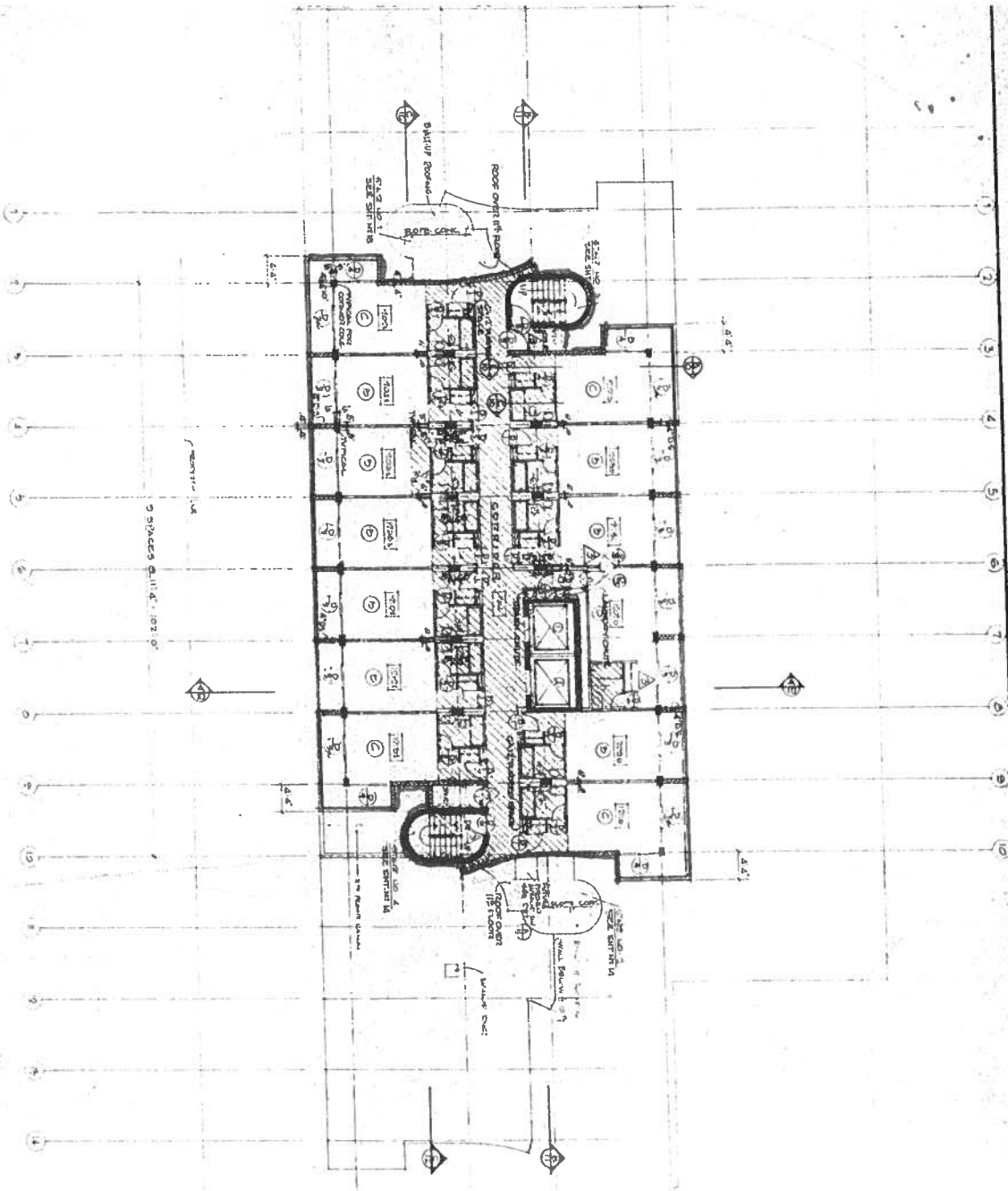
A PARAPET DETAIL AT ROOF DRAIN
SCALE 1/2" = 1'-0"



B ROOF CAP DETAIL
SCALE 1/2" = 1'-0"

RECEIVED
FLUOR COMMISSION
2021 JAN 26 A 9:17

THESE PLANS ARE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS.		I, LEMMON, FRETCH, HAINES & JONES ARCHITECTS, INC. 1000 10TH AVENUE, SUITE 100 DENVER, COLORADO 80202	
PROJECT NO. 1000	SHEET NO. 1000	DATE 10/10/20	DRAWN BY JH
CHECKED BY JH	APPROVED BY JH	PROJECT NAME ELEVENTH 1000 PLAN	PROJECT LOCATION 1000 10TH AVENUE, SUITE 100, DENVER, COLORADO 80202



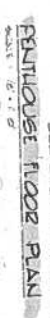
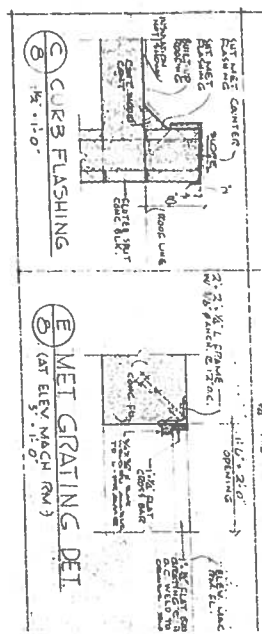
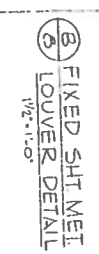
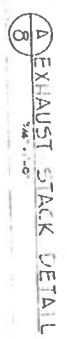
SCALE: 1" = 10' 0"
 NOTE: FOR DETAIL PLAN OF UNITS SEE DET. 17



RECEIVED
 FLUOR COMMISSION
 JAN 26 A 9 17

THIS DRAWING IS THE PROPERTY OF THE ARCHITECTS AND ENGINEERS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTS AND ENGINEERS.	
ARCHITECTS AND ENGINEERS LEMMON, FREETH, HAINES & JONES 1001 K STREET, N.W. WASHINGTON, D.C.	TWELTH STREET SANATORIUM PANCIANA HOTEL
SHEET NO. 7 OF 11	DATE: 1917

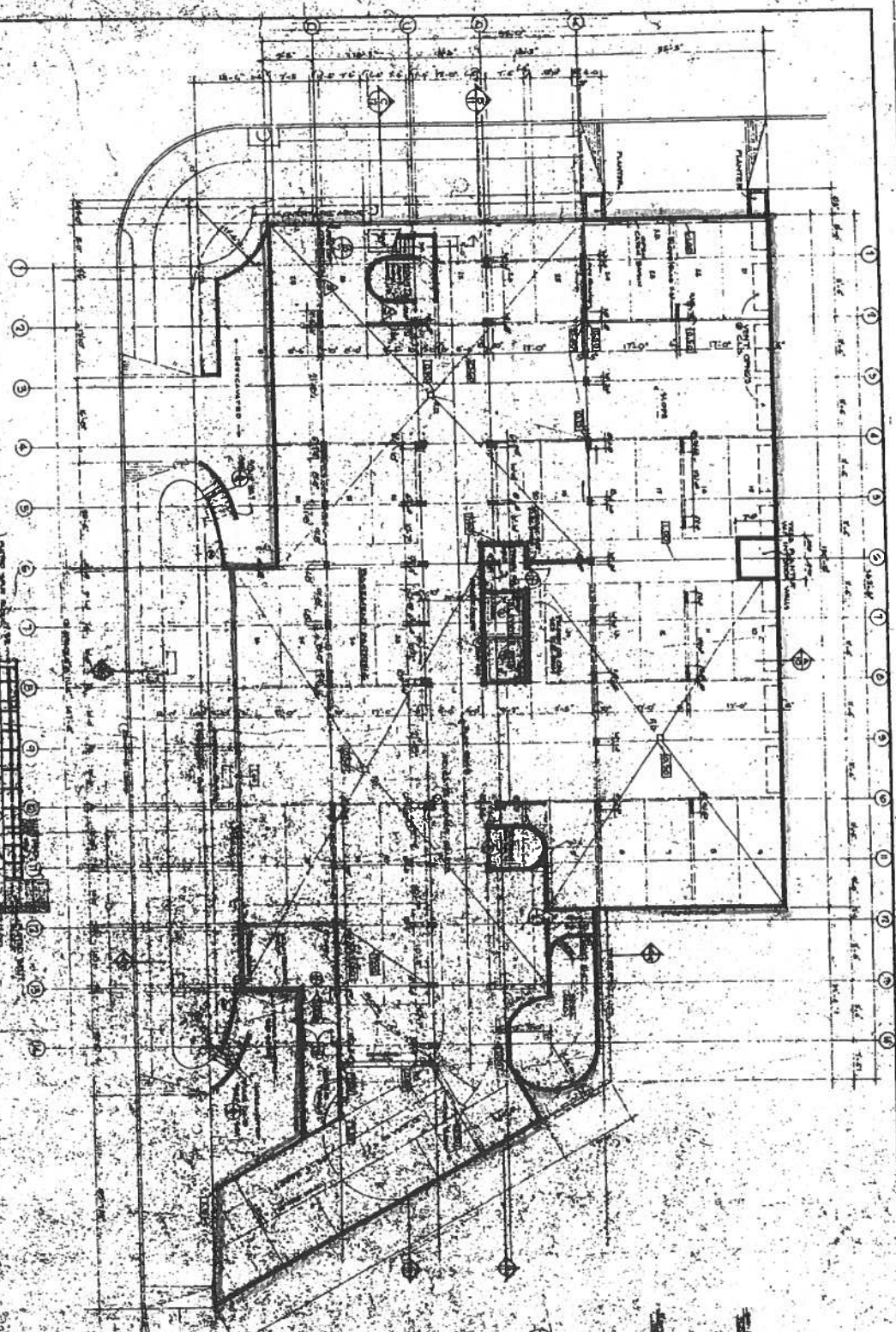
2021 JUN 26 A 6

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BASEMENT FLOOR PLAN



STAIR SECTION

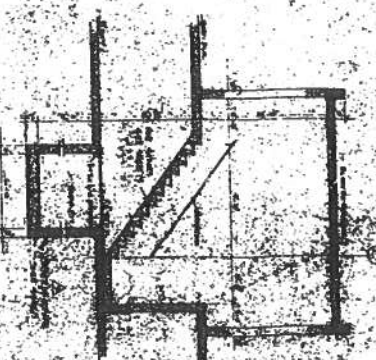
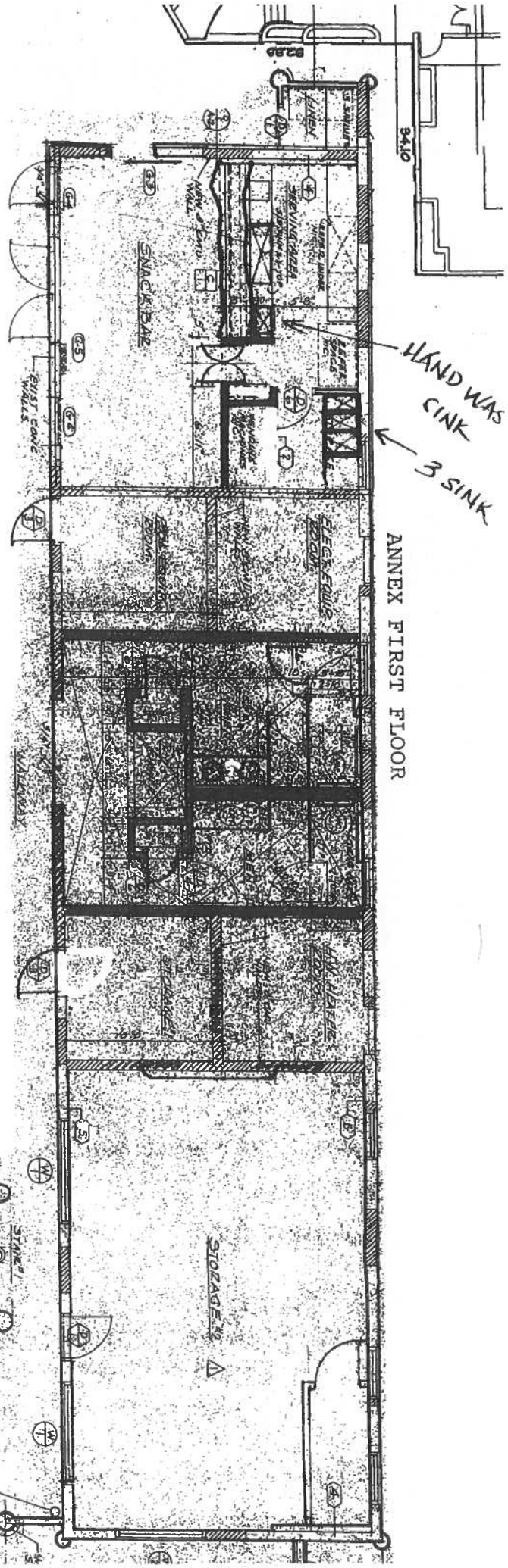


EXHIBIT A

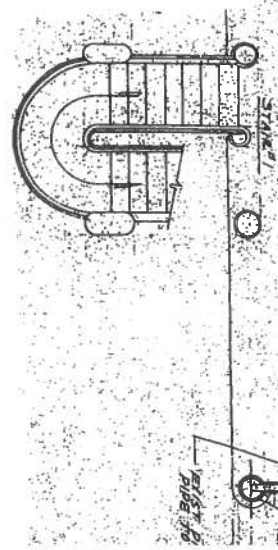


25 - MAXIMUM CAPACITY

1/8" = 1' scale

**PRELIMINARY
LIQUOR DISPENSER
PLAN APPROVAL**

Date 3/3/14
By [Signature]
SANITATION BRANCH
DEPARTMENT OF HEALTH



15/8" CHANNELS @
2.0" O.C. F.W. V

EXIST CONC. SLAB

3/8" c.p. BOARD

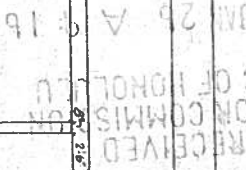
FACE OF EXIST W

EXIST CONC. SLAB

1 1/2" CP BOARD ON
1/8" MET EDGING
@ 2.0" O.C. BW

⑤ FURRED WALL

Sc
1/31



HISTORY OF VIOLATIONS

Violation Date: 10/06/1998 to: 10/06/2021

LICENSE: L0035
 WAIKIKI SAND VILLA HOTEL
 2375 ALA WAI BLVD

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>	
VIOLATION	27812	08/31/2021	3-82-38.8	2021-0376	FINED		500.00	
VIOLATION	28262	07/09/2021	281-38	2021-0234	FINED		500.00	
VIOLATION	28359	05/15/2021	281-38	2021-0214	FINED		250.00	*
VIOLATION	27239	10/03/2019	3-82-38.4(a)	2019-0382	FINED	03/25/2021		*
WARNING	25321	02/18/2017	3-82-38.5(a)					*
WARNING	24184	07/13/2016	3-82-38.2					*
VIOLATION	24264	10/24/2014	3-84-78.03(b)	2014-0338	FINED	04/22/2015	350.00	*
DISCREPANCY	01628	07/31/2014	3-81-17.57	2016-9988	AUDIT	05/13/2016	294.16	*
WARNING	24777	07/31/2014	3-81-17.56					*
VIOLATION	24251	04/22/2014	3-83-62(a)	2014-0173	FINED	02/10/2015	500.00	*
WARNING	13417	09/27/2000	44-1(c)					*
WARNING	13418	09/27/2000	44-1(d)					*

Records printed: 12

EXHIBIT B

LICENSING INVESTIGATIVE REPORT

DATE: October 4, 2021

SUBJECT: New Application No. 21-22955 from PARADISE CIDERS LLC dba PARADISE CIDERS, for a Small Craft Producer Pub (Category2-Music/Dancing), at 95-221 Kipapa Drive, Suite C-1, Mililani, (former location of Matsuda Bros., LLC dba The Mill Bar & Grill, Restaurant General, Category 2: Music/Dancing License (R1019-Expired 6/30/2016))

BACKGROUND:

This is the second application for a **“Second Location or Satellite”** under the same name and new license; **Paradise Ciders LLC dba Paradise Ciders**. Its original location is currently applying for a change of **“Class”** from Manufacturer to Small Craft Producer Pub (Category-1 Standard), at 2003 Colburn Street, Honolulu (**A0021**).

COMPANY STRUCTURE:

Paradise Ciders LLC: Organized under the laws of the State of Hawaii on November 6, 2015, as member-managed limited liability company. The members are:

	<u>Title</u>	<u>Interest</u>
SULHEIM, Kasey M.	Member	50%
PECK, Shaun L.	Member	50%
		Total: 100%

See **Exhibit A1 & A2** for biographical background information of the above Members/Shareholders. CJIS results were negative for felonies

FINGERPRINTS:

SULHEIM was done 2/5/21, and PECK on 2/18/21.

FINANCIAL STATEMENT FOR PARADISE CIDERS LLC DBA PARADISE CIDERS AS OF FEBRUARY 10, 2021:

Financial Statement of the applicant, dated February 10, 2021, was submitted to the Commission on March 9, 2021, and certified by the applicant to be substantially correct.

COST AND FINANCING:

Approximately \$250,000.00 for the built-out; no financing involved.

TRADE NAME:

According to the State of Hawaii Department of Commerce and Consumer Affairs (DCCA), the registered Trade Name is "Paradise Ciders"; secured from June 30, 2016 to June 29, 2021.

DESCRIPTION OF THE PREMISES:

Location: The proposed license premises will be located at; 95-221 Kipapa Drive, #C-1, Mililani (Mililani Shopping Center).

Details of Premises: The proposed licensee will occupy approximately 2,440 square feet of irregular shaped space on the makai-ewa side of the shopping center.

Premise is under construction; analysis via submitted floor plan;

- Entrance via roll-up garage door; approximately 15 feet wide
- 2 outdoor patios; front at (20'x 25'), and rear at (17'x 28')
- "U" shaped bar (22'x 18') with an island in the center.
- Stage/dance floor at the mauka-kkhd corner.
- Separate restrooms along the kkhd side wall.
- "L" shaped walk-in refrigerator at the kkhd side of rear patio.
- Irregular shaped mezzanine (526 square feet), accessed via stairwell at the makai-kkhd corner.
- Sufficient parking are available within and around the shopping center area.

See **Exhibit B, B1 & B2**, photo & floor plans.

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

Calvary Chapel-Central Oahu
95-119 Kamehameha Hwy. D, Mililani
Approximately 440 feet makai of proposed premises.

SAME CLASS OF LICENSE WITHIN 500 FEET:

None

CURRENT NUMBER OF SAME CLASS OR KIND ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of October 1, 2021, there are 6 Small Craft Producer Pub license issued within the City and County of Honolulu, of which, 3 are of the General Kind.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business: The proposed licensee will operate a small craft pub offering their various apple ciders along with an assortment of other alcoholic beverages.

Business Hours: Sunday to Saturday 10 am to 12 pm midnight.
10-20 employees-most will be manager card holders.

Lease: The Mililani Shopping Center Space Lease is executed as of 01/06, 2021, between Mililani Shopping Center, LLC (“Landlord”), and Paradise Ciders LLC (“Tenant”).

Term: 72 months, effective 01/06/2021.

FEDERAL BASIC PERMIT:

The applicant stated that he will not be applying for a permit because he will not be manufacturing at the “Satellite” location.

HAWAII REVISED STATUTES/RULES OF THE LIQUOR COMMISSION:

Honolulu Liquor Commission (HLC) staff explained the following HRS and Rules of the Commission to the applicant during the course of the investigation.

§281-1. “Premises” or “licensed premises” means the building and property that houses the establishment for which a license has been or is proposed to issued;... and provided further that if an establishment is in a retail shopping complex the businesses of which have formed a merchants association, “premises” means the establishment. As used in this definition, “establishment” means a single physical location where the selling of liquor takes place.

§281-31(r) Class 18. Small craft producer pub license. A small craft producer pub licensee:

(1) Shall manufacture not more than: (A) Seventy thousand barrels of Malt beverages;
(B) Twenty thousand barrels of Wine; or
(C) Seven thousand five hundred barrels of alcohol on the licensee's premises during the license year; provided that for purposes of this paragraph, "barrel" means a container not exceeding thirty one gallons or wine gallons of liquor;

(2) May sell malt beverages, wine, or alcohol manufactured on the licensee's premises for consumption on the premises:

(3) May sell malt beverages, wine or alcohol manufactured by the licensee in producer-sealed package-sealed packages to class 3 wholesale dealer licensee pursuant to conditions imposed by the county ordinance or rule;

(4) May sell intoxicating liquor purchased from a class 3 wholesale dealer licensee to consumers for consumption on the licensee's premises. The categories of establishments shall be as follows:

(A) A standard bar; or (B) Premises in which live entertainment or recorded music is provided. Facilities for dancing by the patrons may be permitted as provided by commission rules;

(5) May, subject to federal labeling and bottling requirements, **sell malt beverages manufactured on the licensee's premises to consumers in producer-sealed kegs and recyclable or reusable containers and sell malt beverages manufactured on the licensee's premises or purchased from a** class 1 manufacturer licensee, a class 3 wholesale dealer licensee, a class 14 brewpub licensee, or a **class 18 small craft producer pub licensee to consumers in growlers for off-premises consumption;** provided that for purposes of this paragraph, "growler" means a recyclable or reusable container that does not exceed one gallon, which shall be securely sealed.

(6) May, subject to federal labeling and bottling requirements, sell wine or alcohol manufactured on the licensee's premises in recyclable containers provided by the licensee or by the consumer which don not exceed; (A) One gallon per container for wine; and (B) One liter for alcohol; and are

securely sealed on the licensee's premises to consumers for off premises consumption;

(7) Shall comply with all requirements pertaining to class 4 retail dealer licensees when engaging in the retail sale of malt beverages, wine, and alcohol;

(8) May, subject to federal labeling and bottling requirements, **sell malt beverages, wine, and alcohol manufactured on the licensee's premises in producer-sealed containers directly to** class 2 restaurant licensees, class 3 wholesale dealer licensees, class 4 retail dealer licensees, class 5 dispenser licensees, class 6 club licensees, class 8 transient vessel licensees, class 9 tour or cruise vessel licensees, class 10 special licensees, class 11 cabaret licensees, class 12 hotel licensees, class 13 caterer licensees, class 14 brewpub licensees, class 15 condominium hotel licensees, class 18 small craft producer pub licensee, and consumers pursuant to conditions imposed by county ordinances or rules governing class 1 manufacturer licensee and class 3 wholesale dealer licensees;

(9) May conduct the activities under paragraph (1) to (8) at locations other than the licensee's premises: provided that:

(A) The manufacturing takes place in Hawaii;

(B) Each of the other locations:

(i) Operates within the State under the same trade name for the premises; and

(ii) Is properly licensed within the county of its operation as a class 2 restaurant licensee, class 4 retail dealer licensee, class 5 dispenser licensee, class 12 hotel licensee, class 14 brewpub licensee, or class 18 small craft producer pub licensee;

(C) The county liquor commission of the county in which the licensee satellite is located shall have jurisdiction of the satellite; and

(D) All requirements of the license class of the location shall be in effect as required by the county liquor commission for the satellite licensed premises; and

(10) May allow minors, who are accompanied by a parent or legal guardian of legal drinking age, on the licensee's premises.

§3-82-31.2. Conduct of Business. (a) Licensees are prohibited from conducting any business except as authorized by the Commission.

(b) Any licensee failing to operate its business in compliance with its authorized class or category may be reclassified or re-categorized by the Commission after notice and hearing in conformance with Chapter 91, Hawaii Revised Statutes.

ISSUE #1. THIS APPLICATION CONFLICT WITH HRS:

According to the applicant's business plan that they **will not be manufacturing** at the proposed Small craft producer pub licensed premises.

Honolulu Liquor Commission (HLC) staff explained to the applicant (Kasey Sulheim) the Hawaii Revised Statutes (HRS) of the classification of licenses under section §281-31(r) Class 18. Small craft producer pub license, as written by state law.

The applicant was explicitly explained by HLC staff through several emails and phone calls, that the proposed licensed premises must be properly licensed within the county of its operation as a Small Craft Producer Pub.

HLC staff further related that under the HRS 281-31 (r) clearly states, that the small craft producer pub licensee **shall manufacture not more than a certain amount of malt beverages or wine, and or alcohol.** Furthermore, the small craft producer pub licensee, **may sell malt beverages, wine or alcohol manufactured on the licensee's premises** for consumption on the premises.

The small craft producer pub licensee may sell intoxicating liquor purchase from a class 3 wholesale dealer licensee to consumers for consumption on the licensee's premises.

Additionally, it was further related to the applicant that **all requirements of the license class of the location shall be in effect,** and any licensee **failing to operate its business in compliance with its authorized class or category or ceasing to provide an activity permitted by its class or category** may be reclassified or re-categorized by the Commission.

The applicant stated in an email to HLC staff on September 15, 2021, that, "There are no minimum production requirements in the rules for a satellite location. The rule only states the maximum. It says we "May" produce a

maximum, not “must” produce any minimums. Therefore I believe we are within the guidelines of the requirements and would like to request that it be reviewed by the Board. We intend to serve Beer/wine/alcohol that has been produce by us within the state of Hawaii as well as other local producer/manufacturers and other wholesalers. This alcohol will be a combination of draft selections-produced not only by us but other manufacturers as well, mixed cocktails-unique recipes as well as traditional, and perhaps straight liquor as well if requested by customers.”

HLC staff informed the applicant that if they intend not to be manufacturing any type of liquor, it would not meet statutory requirements of the classification of license under a Small craft producer pub license.

ISSUE #2. THIS APPLICATION CONFLICTS WITH FEDERAL ALCOHOL ADMINISTRATION ACT:

Applicant has informed HLC staff that **he will not** be applying for a Federal Basic Permit for this location of their proposed premises.

A Small Craft Producer Pub License, pursuant to HRS 281-31(r) is subject to federal labeling and bottling requirements. Under the Federal Alcohol Administration Act, Title 27 of the United States Code, section §203. Unlawful businesses without permit; application to State agency; (b) It shall be unlawful, except pursuant to a basic permit issued under this subchapter by the Secretary of the Treasury (1) to engage in the business of distilling distilled spirits, producing wine, rectifying of blending distilled spirits or wine, or bottling, or warehousing and bottling, distilled spirits; or (2) for any person so engaged to sell, offer or deliver for sale, contract to sell, or ship, in interstate or foreign commerce, directly or indirectly or through an affiliate, distilled spirits or wine so distilled, produced, rectified, blended, or bottled, or warehoused and bottled.

§1.29 Individual plant or premises. An application for a basic permit must be filed, and permit issued, to cover each individual plant or premises where any of the businesses specified in section 103 of the Act is engaged in.

ISSUE #3. THIS TYPE OF APPLICATION IS NOT APPROVED BY THE LANDLORD FOR PERMITTED USE OF A SMALL CRAFT PRODUCER PUB:

According to the applicant’s lease by Mililani Shopping Center, LLC, the applicant use of the premises **may only be as a restaurant and bar specializing in ciders and BBQ, and for no other use or purpose.**

Applicant is applying for a Small Craft Producer Pub license, and not a restaurant or a bar. The applicant has not provided any information as to the service of food nor did the applicant provide any information as it relates of the operation of restaurant. The landlord did not consent to a Small Craft Producer Pub as permitted use of the premises.

Issue #4. UNDISCLOSED INTEREST & AFFILIATION:

According to the lease, the applicant has subleased a portion of the proposed premises to another entity that was not reported during this investigation. HI Sliders LLC, a Hawaii Limited Liability company as the “Subtenant” pursuant to a Commercial Sublease Agreement. Subtenant (HI Slider LLC), will be splitting (50/50) the base rent, utilities, other charges, including the general excise tax under the applicant’s master lease. The subtenant will also submit sales reports every month, combining the total of the applicant. The indicated use additionally will be that the subtenant will provide food service to the applicant via the food truck.

During the course of the investigation, HLC found that the applicant did not disclose details of the subtenant, HI Sliders LLC. It appears there is another entity operating within the licensed premises, has possible undisclosed interest with the applicant as stated by the sublease. Pursuant to Rules of the Liquor Commission §3-83-53.1.(a)(1) (xi)(xii), applicant did not disclose the complete financial condition of the business, as required by Liquor Commission rules with regards to HI Sliders LLC. See **Exhibits C**, copies of subtenant lease

Pursuant to §3-81-17.54. Gross Sales Reports (d) **All Licenses**, except transient vessel (per day), special, and bring-your-own beverage, **shall produce within three (3) calendar days for Commission inspection books or records showing all income, purchases and expenses of their liquor licensed business.**

Records showing all income, purchases and expenses of the applicant’s liquor licensed business, may not be readily available as there is an unlicensed entity that will be paying the expenses which will not be required to produce as a licensee.

NOISE IMPACT EVALUATION:

The ability of the premises to adequately contain noise is rated poor; large opening via garage doors in addition to outdoor lanai consumption. See **Exhibit D**.

OTHER LIQUOR LICENSE INTERESTS:

Manufacturer Lic-#A0021 has been changed to a Small Craft Producer Pub license on 9/13/21; **S0008**.

HISTORY OF VIOLATIONS PERTAINING TO THE MATTER OF ISSUANCE OF LICENSE:

The licensee was fined **\$150.00** for failure to submit Gross Sales Report before the deadline (July 31, 2018); 3-81-17.54(c).
See **Exhibit E**, copy of LCIS

ZONING CLEARANCE:


The applicant has submitted a valid Zoning Clearance issued by the Honolulu Department of Planning and Permitting dated February 19, 2021, and received by Commission on March 23, 2021.

HAWAII REVISED STATUTES SECTION 281-56(a) (9) STATEMENT:

As of October 1, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public hearing will be forwarded to the Commission for its consideration.

OPINION:

Statutory requirements has not been met; applicant stated to HLC staff that he's opposing the liquor laws & rules, and requirements pertaining to a Satellite Small Craft Producer Pub license. Also, it appears to be another business operating within the proposed location.


Homer Tamapua
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Licensing Investigator

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME SULHEIM, KASEY, MICHAEL SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME () _____
BUS. () _____
CITY _____ STATE _____ ZIP CODE _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 2000 NAME OF SCHOOL CHASKA HIGH SCHOOL
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 0 YEAR COMPLETED 0 NAME OF COLLEGE N/A
(include City and State)
OTHER EDUCATION _____

CITIZENSHIP* _____ DATE ARRIVED IN HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
6/1997	12/2002	BARTENDER/SERVER	J's FAMILY RESTAURANT	CHASKA, MN
4/2001	10/2003	FOREMAN	DICK HENNING LANDSCAPING	CHASKA, MN
11/2003	11/2005	SERVER	THE CHEESECAKE FACTORY	WAIKIKI, HI
11/2005	11/2006	BARTENDER/SERVER	TIKI'S	WAIKIKI, HI
11/2006	11/2013	BARTENDER	PEARL ULTRA LOUNGE	ALA MOANA SHOPPING CENTER
4/2012	7/2015	BARTENDER	BUFFALO WILD WING	WAIKIKI, HI
6/2013	6/2017	BARTENDER	YARD HOUSE	WAIKIKI, HI
1/2017	11/2017	BARTENDER	THE BRILLIANT OX	ALA MOANA SHOPPING CENTER
11/2015	- PRESENT	OWNER	PARADISE CIDERS	KALIHI, HI

(If additional space is needed, please use reverse side.)

NOTARY INITIAL: _____

Any relative in the liquor business? Yes ☒ No ☐
If answer is "YES", complete the following:

Name of Person: _____ Relationship: _____

Name of Business: _____ Address: _____
(Full Street Address, City, State, Zip)

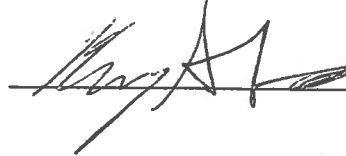
List your experience in liquor business: BARTENDER, OWNER OF ALCOHOL MANUFACTURING COMPANY

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be _____ Full time, or ☒ Part-time?

I, KASEY SULHEIM, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (☐ have/ ☒ have not) been convicted on any felony charge.



Signature

P
R
I
A



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 11th day of FEB, 2021, before me personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the aforementioned instrument the person upon behalf of which the person acted, executed the aforementioned instrument in free act and deed.


Signature of individual before Notary

Subscribed and sworn to before me this:

day of FEB 11 2021, 20

MARIE L BERRY

Print Name: MARIE L. BERRY
Notary Public, State of Hawaii

My commission expires 11-19-23

(Place Notary Stamp or Seal here)

NOTARY CERTIFICATION

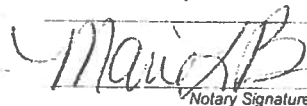
Date of Doc: FEB 11 2021

of Pages: 2

Notary Name: MARIE L BERRY

Doc. Description: personal history & affidavit

1st Circuit


Notary Signature

FEB 11 2021

Date

(Place Notary Stamp or Seal here)

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/liq

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME PECK SHAWN LIAM SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ BUS. () _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM/DD/YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 2004 NAME OF SCHOOL Honolulu Waldorf School, Hawaii
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 3 YEAR COMPLETED 2007 NAME OF COLLEGE UH MANOA
(include City and State)
OTHER EDUCATION NONE

CITIZENSHIP* U.S. citizen DATE ARRIVED IN HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
08/2004	1/2010	BARTENDER	OUTBACK STEAKHOUSE	Hawaii, Kai
08/2009	3/2011	MANAGER	BLU WATER GRILL	Hawaii, Kai
3/2011	4/2012	BARTENDER	YARDHOUSE	Waikiki
1/2015	present	Owner	Paradise Ciders	Kalihi

(If additional space is needed, please use reverse side)

List your experience in the liquor industry: BARTENDER / SERVER / MANAGER

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, SHAUN PECK, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I (☐ have/ ☒ have not) been convicted of any felony charge.

[Signature]
Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 22nd day of Feb, in the year of 2021, personally appeared Shaun Peck
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

<p><u>[Signature]</u> Signature of applicant(s) before Notary</p> <p>Subscribed and sworn to before me this: <u>22nd</u> day of <u>February</u>, 20<u>21</u></p> <p><u>[Signature]</u> Signature of Notary</p> <p>Print Name: <u>MARIE L. BERRY</u> Notary Public, State of Hawaii</p> <p>My commission expires <u>11-19-23</u></p> <p>(Place Notary Stamp or Seal here)</p>	<p>NOTARY CERTIFICATION</p> <p>Date of Doc: <u>2-22-21</u> # of Pages: <u>2</u></p> <p>Notary Name: <u>MARIE L. BERRY</u> <u>1st</u> Circuit</p> <p>Doc. Description: <u>personal history & affidavit</u></p> <p><u>[Signature]</u> Notary Signature</p> <p><u>2-22-21</u> Date</p> <p>(Place Notary Stamp or Seal here)</p>
--	--

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2021 MAR 23 P 1:27

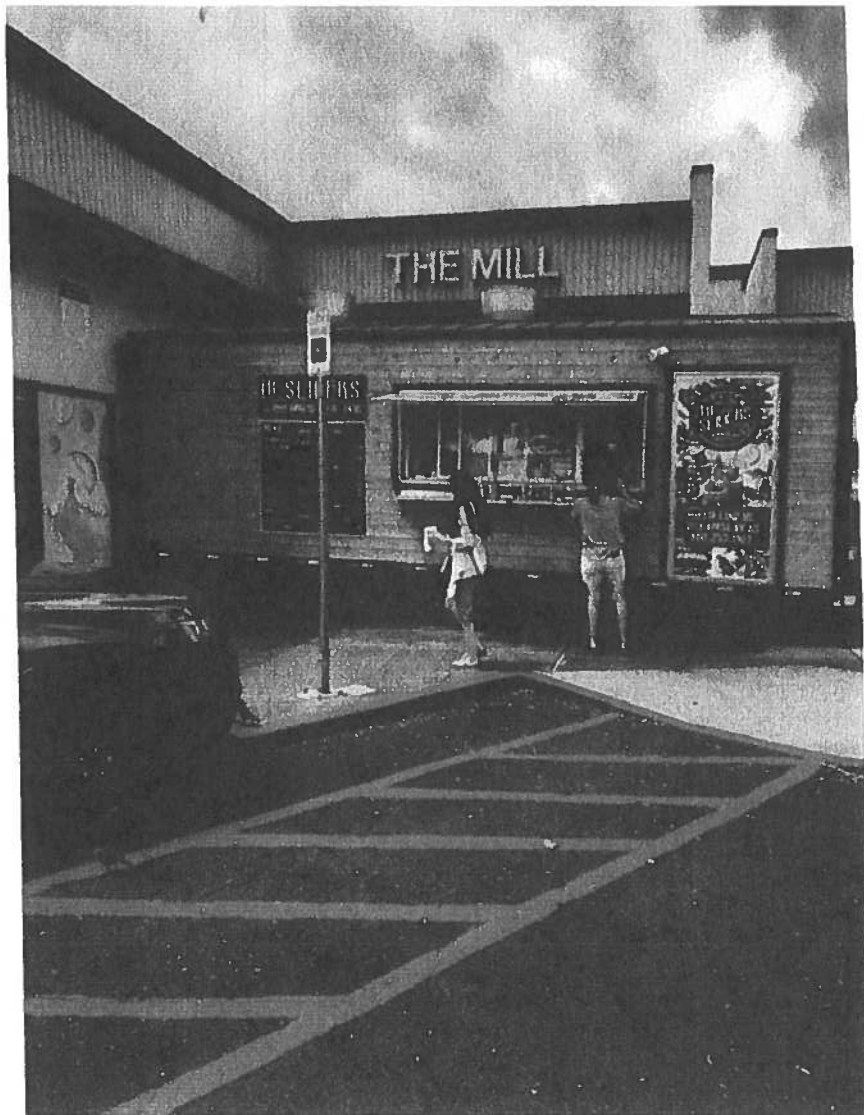


EXHIBIT B



RECEIVED
JANUARY COMMISSION
C&G OF HONOLULU
JAN 20 19 1435

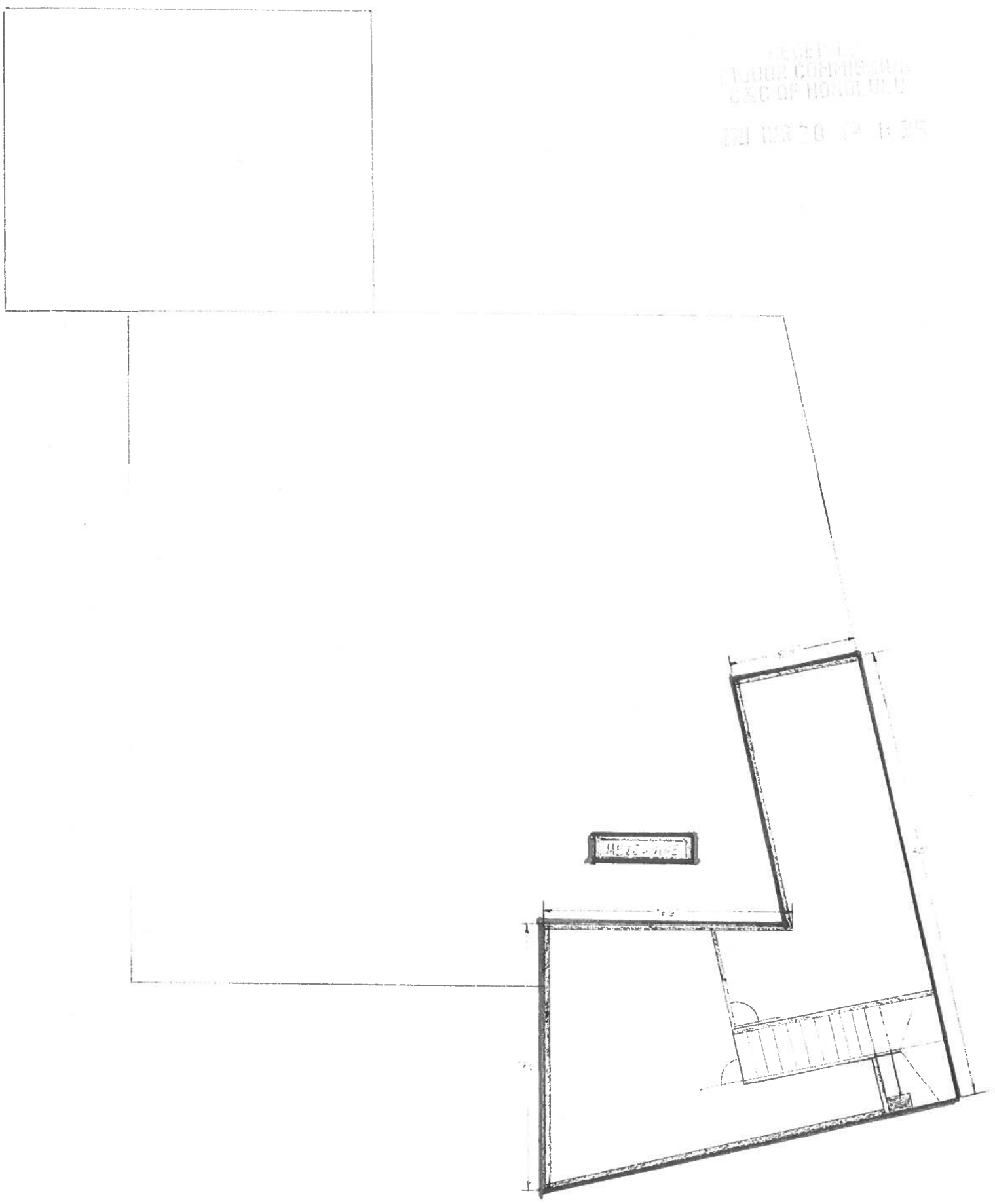


EXHIBIT B2

COMMERCIAL SUBLEASE AGREEMENT

THIS SUBLEASE dated this 29 day of 12/2020.

 BETWEEN:

Paradise Ciders LLC
(the "Sublandlord")

OF THE FIRST PART

- AND -

HI Sliders LLC
(the "Subtenant")

OF THE SECOND PART

Background

A. This is an agreement (the "Sublease") to sublet real property according to the terms specified below.

B. The master lease (the "Master Lease") is dated December 29, 2020 and is between Mililani Shopping Center, LLC, a Delaware limited liability company (the "Landlord") and the Sublandlord with respect to the following lands and any improvements on those lands (the "Premises"): 95-221 Kipapa Drive, Suite C-1, Mililani, Hawaii 96789.

C. The Subtenant is willing to undertake certain obligations of the Master Lease.

IN CONSIDERATION OF the Sublandlord subletting and the Subtenant renting the Subleased Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

EXHIBIT C

1. The Sublandlord leases to the Subtenant the portion of the Premises (the "Subleased Premises") described as follows:

300 Sq Ft IN FRONT OF BUILDING UNTIL OPENING DAY
300 Sq Ft IN REAR OF BUILDING AFTER OPENING DAY

Term

2. The term (the "Term") of this Sublease commences at 12:00 noon on December 29, 2020 and ends at 12:00 noon on December 29, 2026.
3. The provisions of this Sublease are subject to the terms and restrictions of the Master Lease.

Rent

4. The amount of rent and the conditions of payment are the same as under the Master Lease.
1. Base rent will be split 50/50 between tenant and sublease including GE Tax
 2. Subtenant will submit sales report on the last day of every month, combining with the total of the primary tenant.
 3. Subtenant is leasing approximately 300 square feet.
5. The Subtenant will deliver or send the rent to the Sublandlord at
95-221 KIPAPA DR, SUITE C-1, MILILANI, HI, 96789

Use of Subleased Premises

6. Except as otherwise provided in this Sublease, the Subtenant and the agents and employees of the Subtenant will only use the Subleased Premises for a purpose consistent with the permitted use allowed in the Master Lease. Further, the Subtenant agrees to comply with all other applicable provisions of the Master Lease, and will not do anything that would constitute a violation of any part or condition of the Master Lease.
7. The Subleased Premises may also be used for the following purpose(s): For use of HI Sliders LLC providing food service to Paradise Ciders customers from their food truck HI Sliders.

Utilities

8. During the Term of this Sublease, the Subtenant is responsible for the payment of the following utilities and other charges in relation to the Subleased Premises: Utilities are to be shared 50/50 between Paradise Ciders LLC and HI Sliders LLC.

Event of Default

16. The Subtenant will default under this Sublease if any one or more of the following events (the "Event of Default") occurs:

- a. The Subtenant fails to pay the Rent to the Sublandlord or any amount of it when due or within any grace period, if any.
- b. The Subtenant fails to perform any of its obligations under this Sublease or any applicable obligation under the Master Lease.
- c. The Subtenant becomes insolvent, commits an act of bankruptcy, becomes bankrupt, takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors, becomes involved in a voluntary or involuntary winding up, dissolution or liquidation proceeding, or if a receiver will be appointed for the affairs of the Subtenant.
- d. The Subtenant abandons the Subleased Premises or any part of the Subleased Premises.
- e. The Subtenant uses the Subleased Premises for any unpermitted or illegal purposes.
- f. The Subtenant fails to commence, diligently pursue, and complete the Subtenant's work to be performed pursuant to this Sublease pertaining to the Subleased Premises.
- g. The Subleased Premises, or any part of the Subleased Premises is completely or partially damaged by fire or other casualty that is due to the Subtenant's negligence, willful act, or that of the Subtenant's employee, family, agent, or guest.
- h. Any other event of default provided in the Master Lease or the Act.

Remedies

17. Upon the occurrence of any Event of Default, the Sublandlord has any or all of the following remedies:

- a. Terminate the Sublease upon the greater of any notice required in the Master Lease or the Act and the Term will then immediately become forfeited and void.
- b. The Sublandlord may, but is not obligated to, perform on behalf of the Subtenant, any obligation of this Sublease or the Master Lease which the Subtenant has failed to perform.

24. In the event that any of the provisions of this Sublease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Sublease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

Assignment and Subletting

25. The Subtenant will not assign, transfer or further sublet the Subleased Premises or any part of the Subleased Premises without the prior written consent of the Sublandlord and the Landlord.

Additional Clauses

26. Sublessor may terminate the Agreement at any time and for justified reasons by providing 60 days' notice to Sublessee

Notices

27. Unless otherwise specifically provided in this Sublease, all notices from the Subtenant to the Sublandlord will be served or sent to the Sublandlord at the following address: 2003 Colburn St, Honolulu, HI, 96819.
28. Unless otherwise specifically provided in this Sublease, all notices from the Sublandlord to the Subtenant will be served or sent to the Subtenant at the following address:
P.O. Box 1144 Waialua, HI, 96791.
29. All notices to be given under this Sublease will be in writing and will be served personally or sent by certified or registered mail using the United States Postal Service.

Master Lease

30. Except as otherwise expressly provided in this Sublease, the Subtenant will perform all applicable duties and obligations of the Sublandlord under the Master Lease from December 9, 2020 until the end of the Term of this Sublease.
31. Except as otherwise expressly provided in this Sublease, the Sublandlord will have, as to the Subtenant, all applicable rights and remedies that the Landlord has with respect to the Sublandlord in the Master Lease.
32. This Sublease contains all of the conditions and terms made between the parties to this Sublease, and may not be modified orally or in any other manner other than by agreement in writing

Words in the masculine include the feminine and vice versa. The words "Sublandlord" and "Subtenant" as used in this Sublease include the plural as well as the singular; no regard for gender is intended by the language in this Sublease.

42. This Sublease may be executed in counterparts.
43. Time is of the essence in this Sublease.
44. The Sublandlord and the Subtenant have no interest or other rights of ownership in each other. The parties to this Sublease are not agents for each other. Under no circumstances will this Sublease be construed as creating a partnership or joint venture between the parties to this Sublease.
45. Each signatory to this Sublease acknowledges receipt of an executed copy of this Sublease.
46. This Sublease will not be valid and binding on the Sublandlord and Subtenant unless and until it has been completely executed by and delivered to both parties and the Landlord has consented to this Sublease.

IN WITNESS WHEREOF the Sublandlord and the Subtenant have duly affixed their signatures under hand and seal on this 29th day of DECEMBER, 2020.

SUBLANDLORD:

PARADISE CIDERS LLC,
a Hawaii limited liability company

By [Signature]
Name: KASEY SVLHEIM
Title: LLC MEMBER
Date: 12/29/20

By [Signature]
Name: SHAWN PECK
Title: LLC member
Date: 12/29/20

SUBTENANT:

HI SLIDERS, LLC
a Hawaii limited liability company

By [Signature]
Name: Dustin Pokrass
Title: owner
Date: 12-29-2020

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LIQUOR COMMISSION
C&C OF HONOLULU

2021 MAR 23 P 1:27

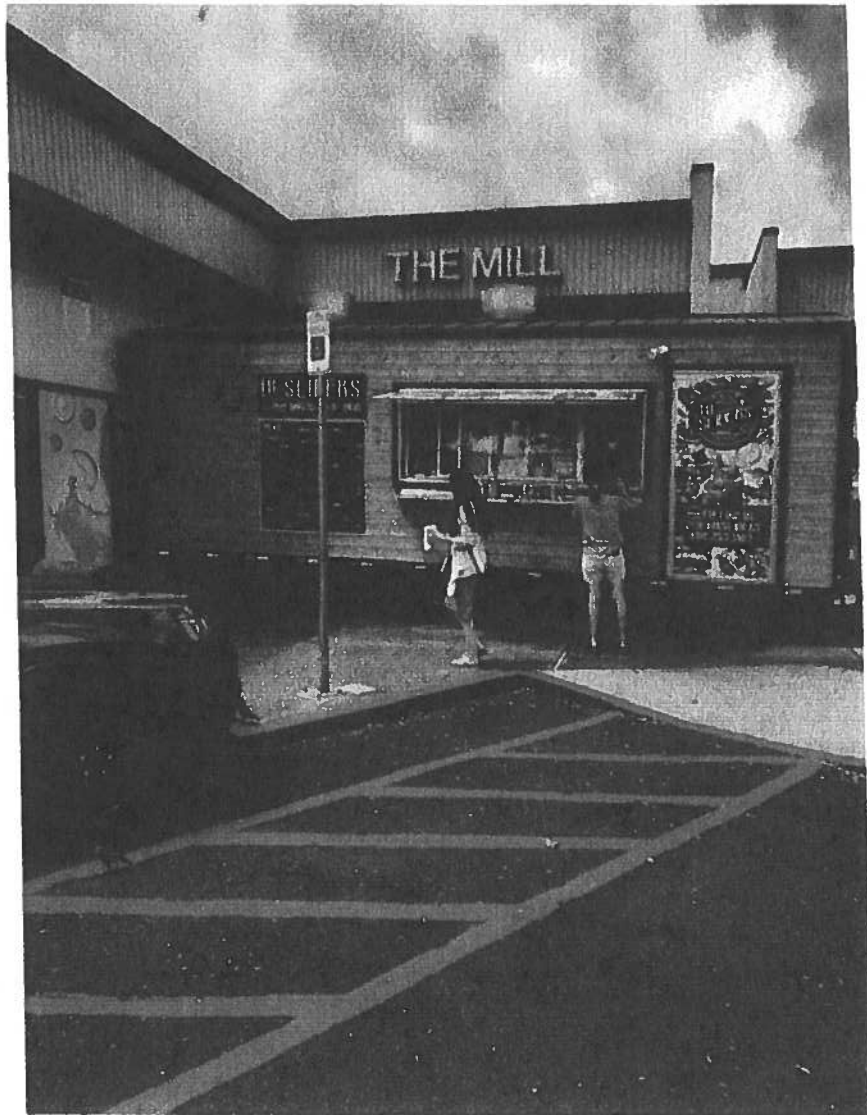


EXHIBIT C

NOISE IMPACT EVALUATION

PREMISES: PARADISE CIDERS LLC dba LIC. NO. PENDING
PARADISE CIDERS

ADDRESS: 95-221 KIPAPA DR. STE.C-1, MILILANI

DATE: MAY 24, 2021 W/IN 500 FT. W/IN 100 FT.

TOTAL NO. OF OWNERS/LESSEES OF RECORD _____

TOTAL NO. OF CONDOMINIUMS _____

TOTAL NO. OF COOPERATIVE APT. OWNERS _____

ZONING DESCRIPTION COMMERCIAL
(Residential, Commercial, etc.)

STRUCTURAL DESCRIPTION OF LICENSED PREMISES:

WALLS: HOL. TILE X MASONRY X WOOD X GLASS _____

GYPSUM _____ OTHER _____

APPROXIMATE PERCENTAGE OF WINDOW SPACE 0%

DOUBLE DOORS (inner & outer): YES _____ NO X

UNENCLOSED SECTION(S) OF PREMISES (lanai, courtyard, etc.):

2 OPEN LANAIS AT FRONT & REAR OF PROPOSED PREMISES

AIR-CONDITIONED: YES X NO _____

POTENTIAL OF PREMISES TO ADEQUATELY CONTAIN NOISE:

POOR X FAIR _____ GOOD _____

REMARKS: REFER TO REPORT FOR DETAILS.



INVESTIGATOR III

{NOTE: EVALUATION IS NOT BASED ON TECHNICAL QUALIFICATIONS OF THE INVESTIGATOR, AND NO CLAIM TO THE CONTRARY IS MADE OR IMPLIED.}

HISTORY OF VIOLATIONS

Violation Date: 05/24/2015 to: 05/24/2021

LICENSE: A0021

PARADISE CIDERS
2003 COLBURN ST

<u>NOTICETYPE</u>	<u>NOTICE NUMBER</u>	<u>VIOLATION DATE</u>	<u>SECTION/RULE</u>	<u>CASE NUMBER</u>	<u>DISPOSITION</u>	<u>DUE DATE</u>	<u>AMOUNT FINED</u>
VIOLATION	01912	08/01/2018	3-81-17.54(c)	2018-0341	FINED	01/10/2019	150.00 *

Records printed: 1

Printed: 05/24/2021

10:41AM

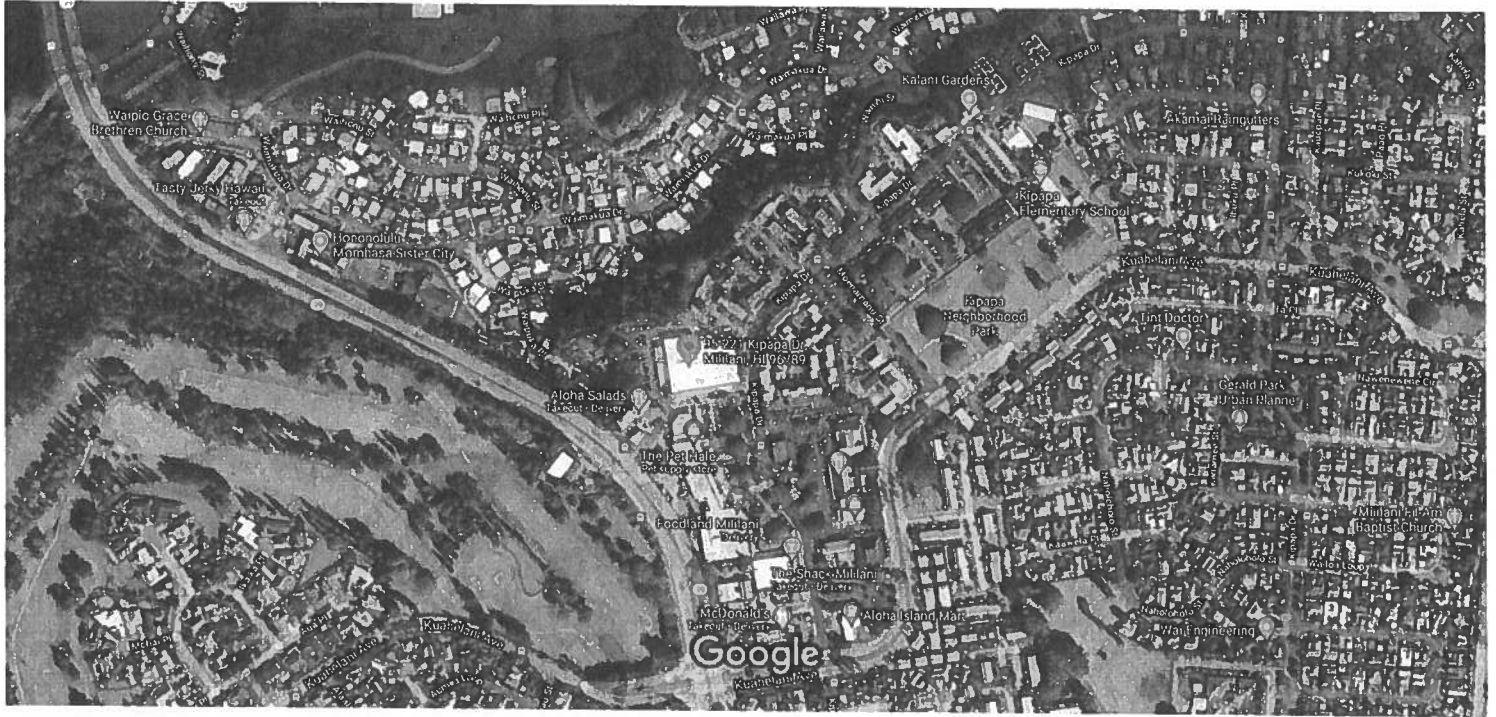
* - Denotes fine paid

CA: nm.nm - Denotes amount of fine collected by collection agency

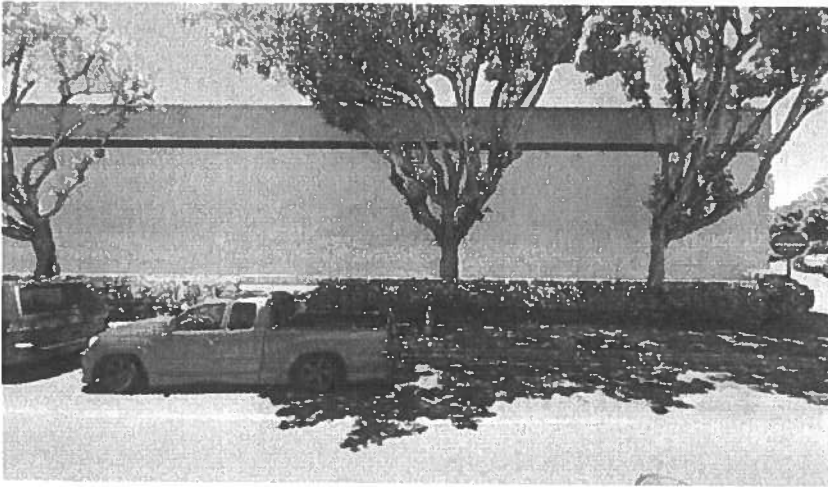
EXHIBIT E

Page: 1

Google Maps 95-221 Kipapa Dr



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USGS, Map data ©2021 200 ft



95-221 Kipapa Dr

Building



Directions



Save



Nearby



Send to your
phone



Share



95-221 Kipapa Dr, Mililani, HI 96789

Photos

LICENSING INVESTIGATIVE REPORT

DATE: November 30, 2021

SUBJECT: Application No. 22-24057 from Cools in Catering by Sinublan Inc., dba Sinublan Catering, for a Special General license from 10:30 a.m. to 10:30 p.m. on January 22, 2022, at 94-428 Mokuola Street, Waipahu for a Wedding event

CORPORATE STRUCTURE:

Cools in Catering by Sinublan Inc.: Incorporated under the laws of the State of Hawaii on March 12, 2020, the corporation is authorized to issue 2 shares of common stock, of which 2 shares are issued and outstanding. The officers, directors and stockholders are:

		<u>Shares</u>	<u>Percentage</u>
Reynaldo Ramiro	Pres/D	1	50%
Samuel Aliro	VP/Treas/D	<u>1</u>	<u>50%</u>
		2	100%

See **Exhibit A1** and **A2** for biographical background information on the principals. Criminal History Clearance forms have been received.

FINGERPRINTS:

Samuel Aliro and Reynaldo Ramiro were fingerprinted by Fieldprint for another application on June 28, 2021. Federal Bureau of Investigation clearances have been received. There are no felony convictions.

TRADE NAME:

According to a Certificate of Registration of Trade Name from the State of Hawaii Department of Commerce and Consumer Affairs, dated July 6, 2020, Cools in Catering by Sinublan Inc. has secured the use of the trade name "Sinublan Catering" for five (5) years from July 6, 2020 to July 5, 2025.

DESCRIPTION OF PREMISES:

Details of Premises: The proposed licensed premises will be in the Filipino Community Center located at 94-428 Mokuola Street, Waipahu.

The proposed licensed premises will be a portion of an indoor ballroom space, approximately 50 feet by 45 feet overall, and a portion of an outdoor courtyard space, approximately 60 feet by 55 feet overall.

See **Exhibit B**

REASON FOR APPLYING:

To provide for the sale and consumption of liquor for a wedding event.

INVESTIGATION:

The event will be a wedding event. The event will be from 10:30 a.m. to 10:30 p.m. on Saturday, January 22, 2022.

Approximately 150 people (including minors) are expected to attend the event. The event will be by invitation only. Liquor service will be hosted. There will be DJ music provided as entertainment.

There will be one (1) HPD special duty officer providing security for the event.

Samuel Aliro (ph: 808-450-3444) will be the manager at the event.

LANDLORD'S CONSENT:

According to Landlord Authorization, dated November 9, 2021, the Filipino Community Center (Fee Owner) authorizes Applicant to sell and serve liquor at the subject premises for the event on January 22, 2022.

NEIGHBORHOOD BOARD NOTIFICATION:

Notification to the chair of the neighborhood board was made on November 12, 2021.

ZONING CLEARANCE:


The applicant has submitted a valid Zoning Clearance issued by the Department of Planning and Permitting, dated May 27, 2021.

EMERGENCY PROCLAMATION/EMERGENCY ORDER:

The Applicant shall comply at all times with the Office of the Governor of the State of Hawaii Proclamations and the Office of the Mayor of the City and County of Honolulu Emergency Orders related to the Covid-19 state of emergency.

OPINION:

In my opinion, the applicant appears to meet statutory requirements.


Yasuhiro Takeda
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Licensing Investigator

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C&C OF HONOLULU

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-3029
PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
INTERNET ADDRESS: www.honolulu.gov/liq

2021 JUN 16 A 10:24

PERSONAL HISTORY & AFFIDAVIT (PHA)

Rule 3-83-53.1

NAME Ramiro Reynaldo Lacara SOCIAL SECURITY NO. _____
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 450-3444 MOBILE PH (_____) _____ EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS Married
(City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1978

NAME OF HIGH SCHOOL Bexarra National Comp. High School, Ilocos Norte Phils.
(include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 1982

NAME OF COLLEGE Mariano Marcos State University, Batang, Ilocos Norte Phils.
(include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED n/a

CITIZENSHIP* _____ DATE ARRIVED IN HAWAII (if applicable) _____
*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present, also indicate any periods of unemployment)

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
Sept. 1982	July 1986	Research Asst.	PTREC	Batang, Ilocos Norte Phils.
Sept. 1986	April 2003	Sci. Res. Specialist I	CRDI	Batang, Ilocos Norte Phils.
1990	2012	Cook	Centerplate	Honolulu, HI, USA
2007	2012	Landscape Crew	Aloha Stadium Authority	Honolulu, HI, USA
	present	Owner / Executive Chef	Cookin Catering by Sinagutan	Honolulu, HI, USA

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: _____

List your experience in the liquor industry: _____

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C&C OF HONOLULU

2021 JUN 16 A 10:24

Will you devote time to manage the subject business? X YES NO

If answer is "YES", will it be X FULL TIME or PART-TIME?

I, Reynaldo Ramiro, of _____
(Print Applicant's Full Name) (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS

On this 19th day of June, in the year of 2021, personally appeared

Reynaldo L Ramiro

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant to be Notary

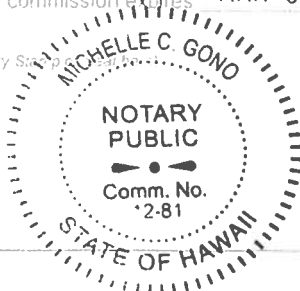
Subscribed and sworn to before me this

15th day of June, 2021

Print Name Michelle C. Gono
Notary Public, State of Hawaii

My commission expires MAR 04 2024

(Place Notary Seal)



NOTARY CERTIFICATION

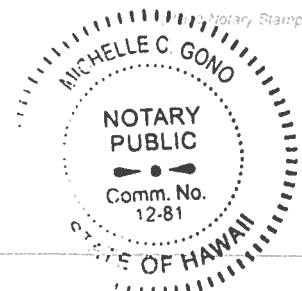
Date of Doc 06/15/2021 # of Pages 2
Notary Name Michelle C. Gono 1st Circuit
Doc Description Personal History and Affidavit (PHA)

Notary

Date

06/15/2021

(Notary Stamp or Seal here)



711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/lig

13-5249

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ALCOHOL COMMISSION
C & C OF HONOLULU

2021 JUN 16 A 10: 24

NAME Aliro Samuel R SOCIAL SECURITY NO. _____
Last, First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
CITY _____ STATE _____ ZIP CODE _____ BUS. (808) 450-3444
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS married
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 2004 NAME OF SCHOOL Pearl City High School, Pearl City, Hi
(include City and State)
NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 2016 NAME OF COLLEGE Devry University
(include City and State)
OTHER EDUCATION Heald College

CITIZENSHIP* _____ DATE ARRIVED IN _____
HAWAII (if applicable) _____
(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

[illegible]

NOTARY INITIAL:

List your experience in the liquor industry: _____

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C&C OF HONOLULU
2021 JUN 16 A 10:24

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, Samuel Aliro, of _____
(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have/ ☒ have not been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu } SS.

On this 15th day of June, in the year of 2021, personally appeared Samuel R Aliro who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

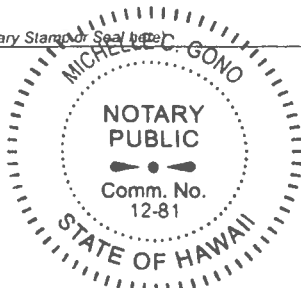
15th day of June, 20 21

Signature of Notary

Print Name: Michelle C. Gono
Notary Public, State of Hawaii

My commission expires MAR 04 2024

(Place Notary Stamp or Seal here)



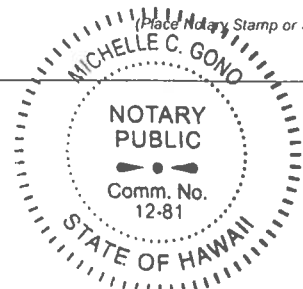
NOTARY CERTIFICATION

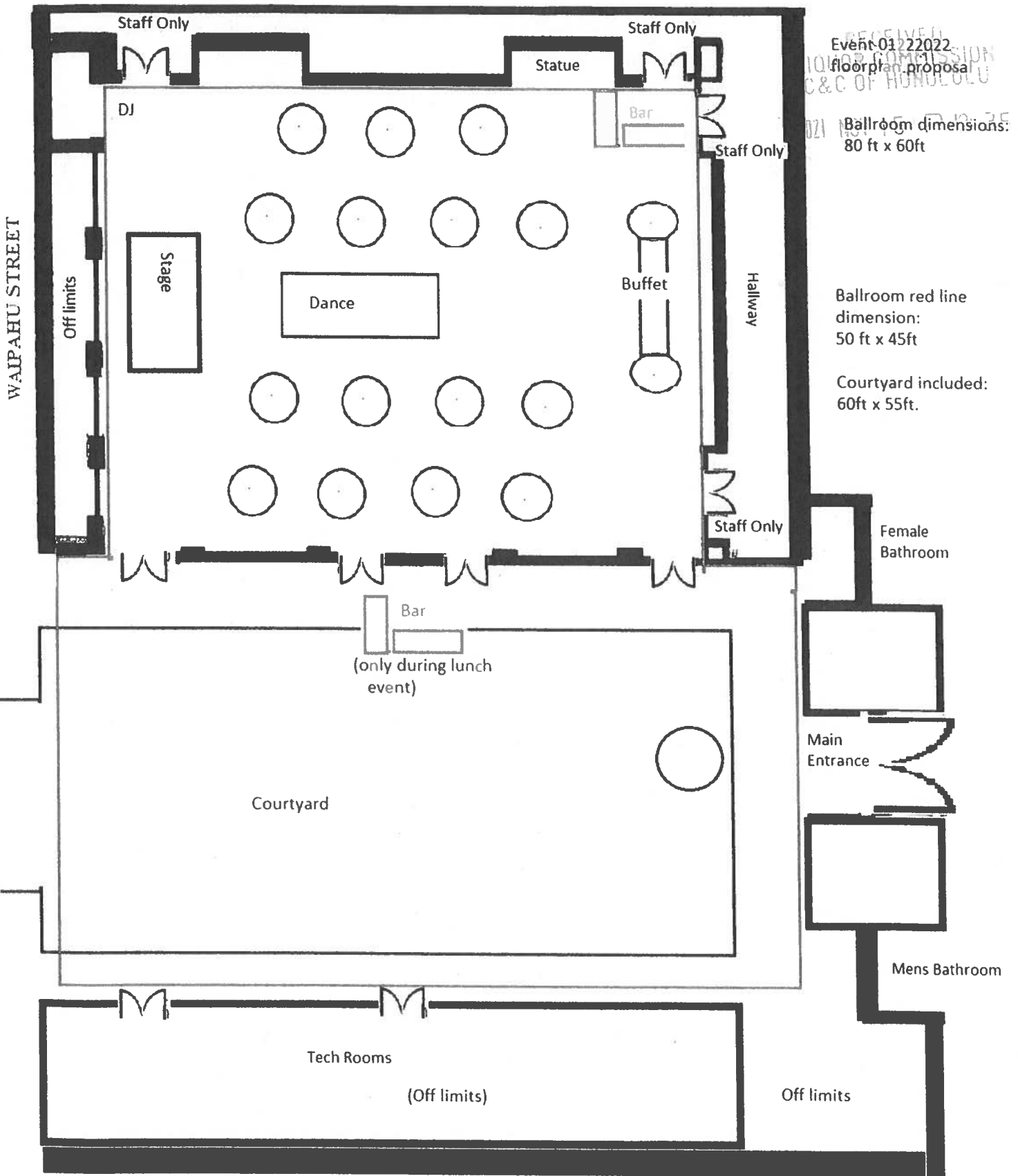
Date of Doc: 06/15/2021 # of Pages: 2
Notary Name: Michelle C. Gono 1st Circuit
Doc. Description: Personal History and Affidavit

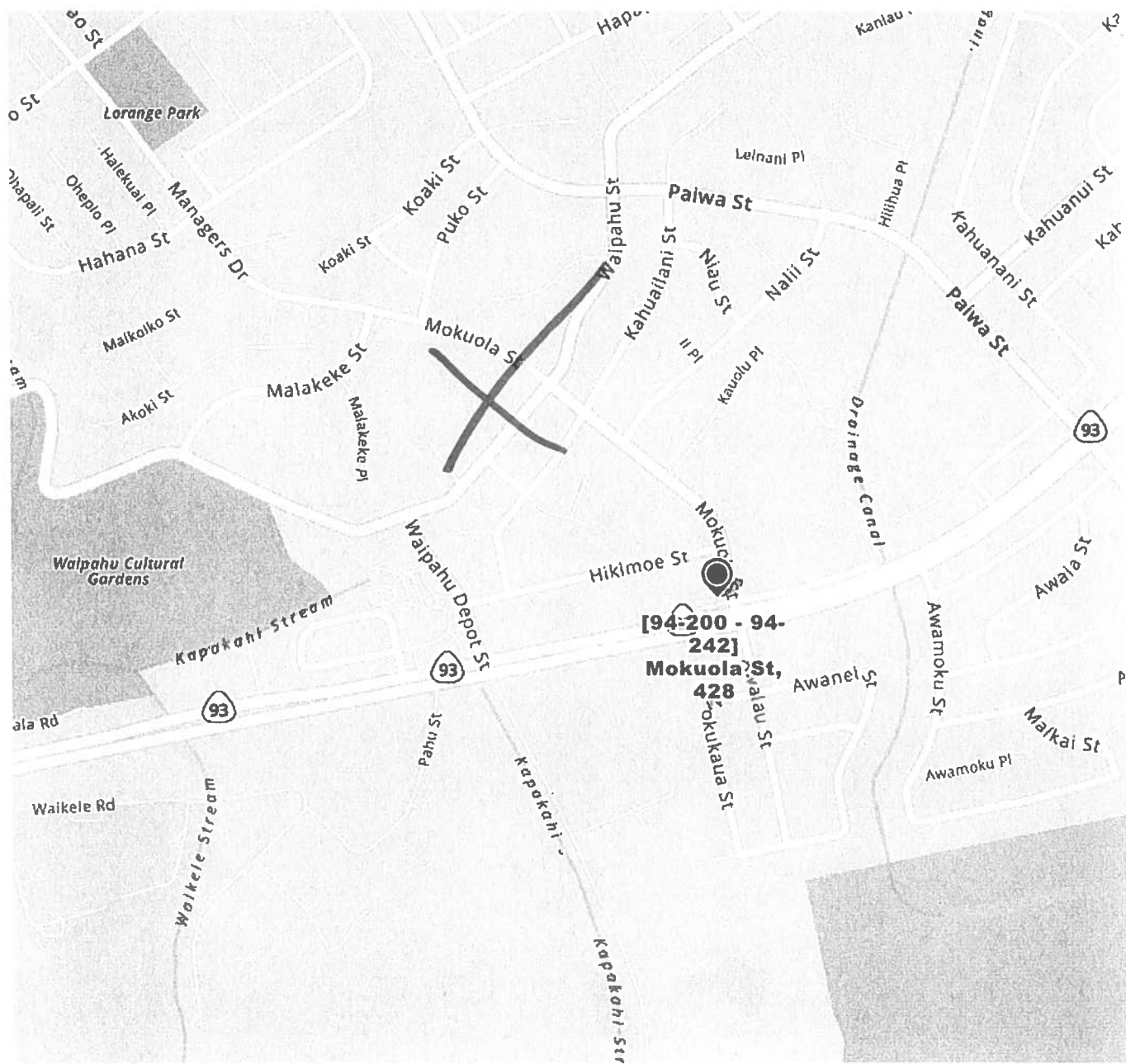
Notary Sig

06/15/21
Date

(Place Notary Stamp or Seal here)







LICENSING INVESTIGATIVE REPORT

DATE: December 2, 2021

SUBJECT: Special License Application #22-24100 from Events International, Inc., dba Events International, Inc., for a Special General Liquor License at 1525 Bernice Street, Honolulu, on Saturday, January 8, 2022, 4:00 p.m. till 10:00 p.m. for the Dairy Queen event

CORPORATION STRUCTURE:

EVENTS INTERNATIONAL, INC.: was incorporated under the laws of the State of Hawaii on August 18, 1987, as an existing corporation.

The officers/directors are:

Eric Schneider	CEO/P/T/S/D	83%
Gregory Johnson	VP/DIR	10%
<u>Minority Shareholders</u>		<u>7%</u>
		Total 100%

FINGERPRINTS:

Eric Schneider was fingerprinted on November 26, 2019, and Gregory Johnson was fingerprinted on March 31, 2021 clearances issued as a result of those fingerprinting shall be valid for license application or reapplication for up to two (2) years from the clearance date.

See **Exhibits A1-A2** for more information. CJIS Computer System checks were negative, for both principals.

LOCATION OF PREMISES:

The proposed licensed area will be located at (Bishop Museum) 1525 Bernice Street, Honolulu.

The proposed licensed area will be nearly the entire Bishop Museum property. For further information see attached **Exhibit B**.

INVESTIGATION:

The event will be for a private Dairy Queen Event.

The person who will be in charge for the area of liquor sale and consumption will be Events International, Inc.

The event promoter will be Events International, Inc. The contact person for the event promoter is Gregory Johnson.

The applicant anticipates approximately 1,400 people to attend the throughout the duration of the event.

Event will be private, invitation only.

There will be approximately 200 minors in attendance.

The applicant intends to have host bar service. All drinks will be served in glassware.

There will be security personnel, TBD on personnel. (Bishop Museum).

Applicant will have three (3) Department of Public Safety Sheriff Special Duty.

See **Exhibit C** for further details of the event.

The principals has exercised numerous special licenses under Events International, Inc., in the past several years without any reported incidents.

LANDLORD CONSENT:

According to HLC Form LIQ-LIC-142, dated November 17, 2021, Bishop Museum, Director of Events, Amber Jacroux Bixel, authorizes Events International, Inc., to sell and serve liquor at 1525 Bernice Street, Honolulu, (designated areas) on Saturday, January 8, 2022, 4:00 p.m. till 10:00 p.m.

Landlord indicated the alcohol service must conclude at 9:30 p.m.

NEIGHBORHOOD BOARD NOTIFICATION:

The return receipt from the certified mailing to the chair of the Neighborhood Board has been received.

ZONING CLEARANCE:

An approved Zoning Clearance from Department of Planning and Permitting (DPP) for the subject location has been received. DPP indicated on November 19, 2021, that use is permitted.

EMERGENCY PROCLAMATION/EMERGENCY ORDER:

If this application is approved, it is subject to the conditions and restrictions of the current Office of the Governor of the State of Hawaii Proclamations and the Office of the Mayor of the City and County of Honolulu Emergency Orders, as the same may be amended, updated, or revised.

Applicant shall comply at all times with any other laws applicable to the business of the licensee whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, and to all applicable rules and regulations of the liquor commission as the same may exist or be adopted or changed from time to time.


OPINION:

In my opinion, the applicant has met statutory requirements of filing this application.



DANIEL SATO
SUPERVISING INVESTIGATOR

REVIEWED BY:



PETER NAKAGAWA
CHIEF INVESTIGATOR

11/23/2021

gh

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
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 INTERNET ADDRESS: www.honolulu.gov/liq

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2021 NOV 23 A 11:06

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Schneider Eric Gene SOCIAL SECURITY NO. _____
 (Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 545-5900 MOBILE PH (____) _____ EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGF _____
 (City, State) (Month, Day, Year)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1967

NAME OF HIGH SCHOOL Brooklyn Technical High School, Brooklyn, NY
 (Include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 1971

NAME OF COLLEGE Herbert H. Lehman College of the City University of New York, Bronx, NY
 (Include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED _____

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) January 21, 1987
 *If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
3/71	2/72	Editor/Camera Assistant	Wm. Greaves Prod,	NYC, NY
3/72	2/73	Freelance Film Prod.	Self	SF, CA & NYC, NY
2/73	4/75	Producer, Editor, Director	Amram Nowak & Assoc.	NYC, NY
5/75	8/77	Freelance Film Production	Self	NYC, NY
8/77	11/86	President/Owner	Fine Tuning Inc.	NYC, NY
3/87	4/95	President/Owner	Schneider & Assoc.	Honolulu, HI
5/94	10/12	President/Owner	Wa Nui Records Inc.	Honolulu, HI
5/97	Present	CEO/President	Events International Inc.	Honolulu, HI
2/06	4/13	Managing Member	Waterfront Ventures LLC	Honolulu, HI

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: CA

List your experience in the liquor industry: 30 years managing beverage concessions and catered events for Events International. Eight years managing the Waterfront at Aloha Tower as an event venue and private party space.

2021 NOV 23 11:06

Will you devote time to manage the subject business? ☒ YES ☐ NO

If answer is "YES", will it be ☒ FULL TIME, or ☐ PART-TIME?

I, Eric Gene Schneider, of _____
(Print Applicant's Full Name) (Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

On this 26 day of October, in the year of 2021, personally appeared

Eric Gene Schneider

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

26 day of October, 20 21

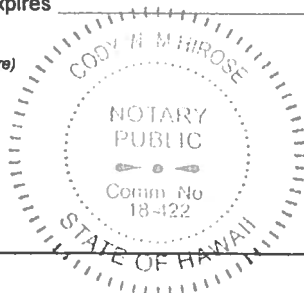
Signature of Notary

Cody W.M. Hirose
Notary Public, State of Hawaii
My Commission Expires:
July 21, 2022

Print Name:
Notary Public, State of Hawaii

My commission expires

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: 10/26/2021 # of Pages: 2

Notary Name: Cody W.M. Hirose First Circuit

Doc. Description: Personal History and

Affidavit

10/26/2021
Date

(Place Notary Stamp or Seal here)



**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
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PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

2021 NOV 23 A 11:06

NAME Johnson, Gregory, Randall SOCIAL SECURITY NO. _____
(Last, First Middle Maiden)

RESIDENTIAL ADDRESS: _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 545-5900 MOBILE PH (_____) EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH 1 _____ AGE _____
(City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 12 YEAR COMPLETED 1980

NAME OF HIGH SCHOOL Pacific Palisades High, Pacific Palisades California
(include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 1.5 YEAR COMPLETED 1981

NAME OF COLLEGE Santa Monica College, Santa Monica California
(include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED _____

CITIZENSHIP US DATE ARRIVED IN HAWAII (if applicable) 1987
**If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.*

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
06/1977	08/1982	Training Broilerman	Charthouse	Malibu CA
06/1981	09/1987	Director of Operations	Hard Rock Cafe, LA/SF/Chicago/Houston/	HNL
11/1987	06/1989	Director of Operations	California Pizza Kitchen	LA and Kahala Mall
07/1989	08/1990	General MGR/ Operations	Hernados Hideaway,	Waikiki
08/1990	06/1992	Director of Ops	Pan Pacific Partners (Compadres/Sunset Grill/Rose City Diner)	HNL
06/1992	06/1997	Event Manager/Sales	Current Affairs	HNL
06/1997	04/1998	Consultant/Gen Mgr	Shipleys Ale House	Manoa HNL
05/1998	11/2009	GM / VP Operations & Catering	Director, INDIGO Restuarant,	HNL
11/2009	Present	Vice President / Partner,	Events International,	HNL

(If additional space is needed, please attach a separate sheet)

NOTARY INITIALS _____

List your experience in the liquor industry: Opening and Managing Multimillion Dollar AwardWinning Restaurants since the Early 1980's.Awarded First Liquor Commission Blue Card in Summer of 1987RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2021 NOV 23 11:07

Will you devote time to manage the subject business?

☒ YES ☐ NOIf answer is "YES", will it be ☒ FULL TIME, or ☐ PART-TIME?I, Gregory Randall Johnson, of
(Print Applicant's Full Name)

(Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

On this 30 day of October, in the year of 2021, personally appearedGregory Randall Johnson

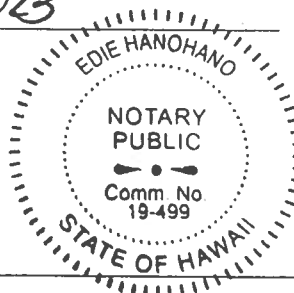
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant before notary

Subscribed and sworn to before me this:

30 day of October, 2021Signature of notary
Print Name: EDIE HANO HANO
Notary Public, State of HawaiiMy commission expires 11/24/2023

(Place Notary Stamp or Seal here)

Edie Hanohano
Notary Public, State of Hawaii
Commission Expires Nov 24, 2023

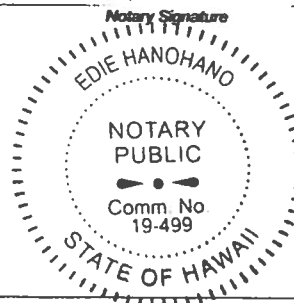
NOTARY CERTIFICATION

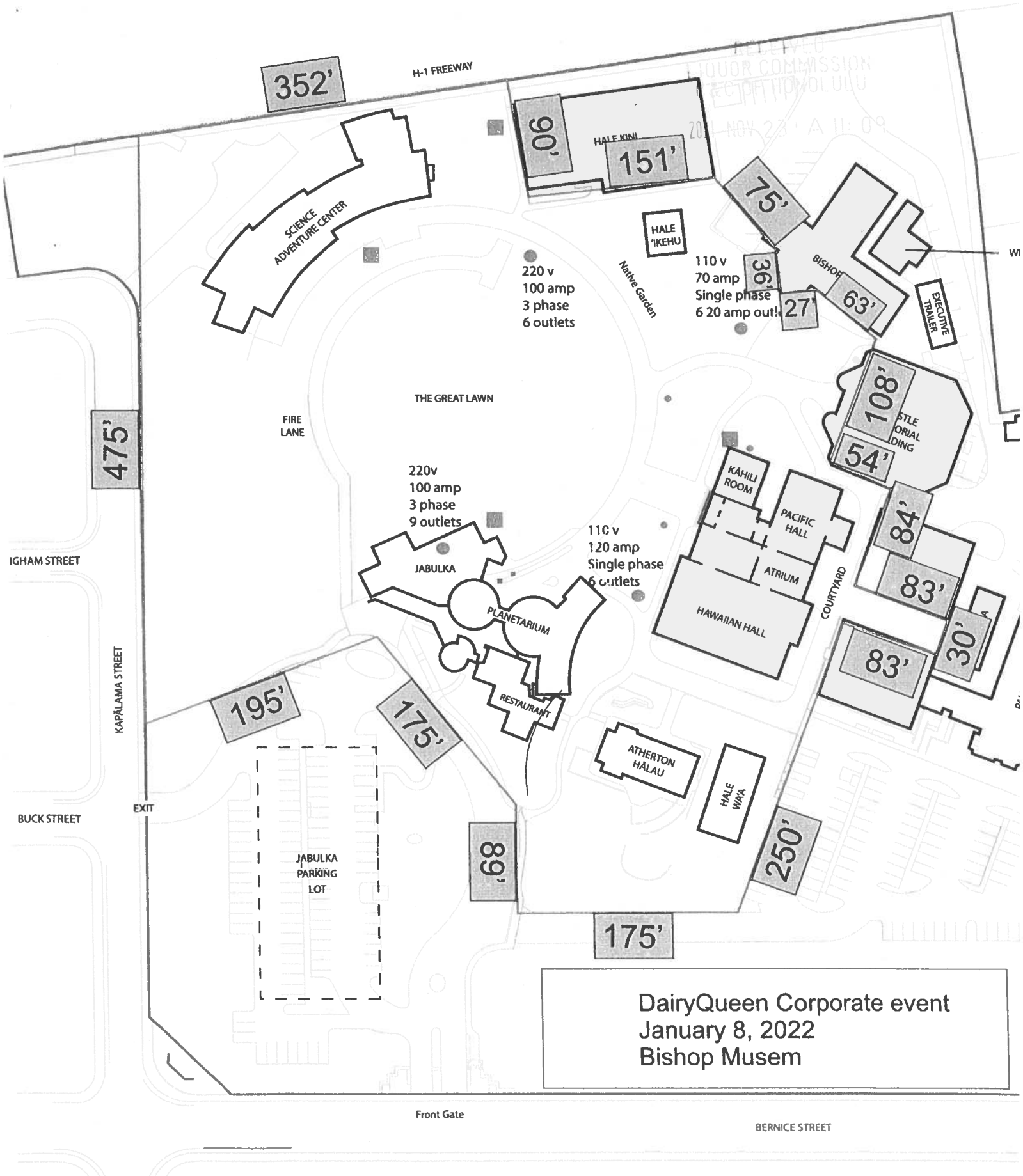
Date of Doc: 10/30/2021 # of Pages: 2Notary Name: EDIE HANO HANO 1ST CircuitDoc. Description: Personal History and Affidavit10/30/2021

Notary Signature

Date

(Place Notary Stamp or Seal here)





DairyQueen Corporate event
January 8, 2022
Bishop Museum

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2021 NOV 23 A 11:08

SUPPLEMENTAL INFORMATION FOR SPECIAL & CATERING LIQUOR LICENSE APPLICATION

For Special License:

Up to three (3) event days per application. Application(s) must be submitted a minimum of six (6) weeks prior to event.

For Catering License:

For Restaurant and Hotel Licensees only. Application must be submitted a minimum of three (3) weeks prior to event.

Licensee Name: Events International, Inc. Liquor License #: _____

Licensee Contact Name: Tammy Tamashiro Title: Admin Manager

Caterer Only: Name of Registered Manager on Duty at Event: _____

Manager on Duty Phone: _____ **Manager on Duty Email:** _____

Start Date & Time (include set-up time): 1/08/22 - 12pm End Date & Time (include clean-up time): 1/08/22 - 11pm

Description of Event: Private Event for Dairy Queen

Name of Event Promoter: Events International, Inc.

Event Coordinator Phone: 808-754-4775 Event Coordinator Email: greg@eventsint.com

Reason for applying for the Special or Catering License: Beverage service providers

Type of license exercised on previous occasions, if any; number of times approved; when, where and whether or not license was exercised without incident. 1/06 to 1/13/20 - Sony Open @ Waialae Country Club, 4/17 to 4/20/19 - Lotte LPGA @ Koolina Golf Course

5/04/19 - Cabana Fest @ Turtle Bay, 6/20 to 6/22/19 - All American Rodeo @ Town & Country Stables

How will liquor be dispensed?

☒ Host ☐ No-Host

Regarding Drinks:

a. Type of drinks to be served (including soft drinks): Soft drinks, water, beer, wine, spirits, juice

b. Type of payment (cash or script): n/a

c. Type of serving container (disposable cup, glass, etc.): glassware

d. Who and how many people will be dispensing the liquor? (applicant's employees, other people?): 20

Please See attached

☒ Attach list of names and titles of people dispensing liquor.

Attendance & Admission:Approximate number of people expected to attend event: 1400 Will anyone under 21 years of age attend? yesCheck One: ☐ Event Open to Public ☒ By Invitation OnlyWill there be an admission charge? no If yes, what is the admission ticket price? _____Tickets will be sold ☐ In Advance ☐ At the Door**Entertainment:**a. Describe type of entertainment (live or recorded): Mainland named acts, TBDb. Name of Group performing: tbd

c. Number of Performers: _____

☐ Attach list of names, ages and parental approval documents for all performers under 18 years of age.d. Describe where on the premises the entertainment will take place: On a stage within the main guest tente. Hours of entertainment, provide start and end times: 6pm - 10pm**Security will be provided by:**a. Name of Agency: On site security provided by Bishop Museumb. Number of Security Personnel: tbdc. Other Security Information: Sheriffs - 3**For Catering License Only:**Will wholesale liquor be delivered to the catered site? ☐ Yes ☐ No

Who is hiring applicant to cater food and liquor? _____

Name of Outside Promoter (if any): _____

SIGNATURE Licensee (Owner) / Authorized Agent

DATE

PRINT Licensee (Owner) / Authorized Agent

TITLE

Note: If submission by Authorized Agent, please submit a Letter of Authorization or Notification of Authorized Agent (Form# LIQ-LIC-106), signed by the Director.

For HLC Office Use Only

Effective Date/Time

START: _____ a.m. / p.m.

☐ Approved☐ Denied☐ Referred

END: _____ a.m. / p.m.

HLC STAFF INITIAL: _____

LCIS ENTRY DATE: _____

Franklin "Don" Pacarro, Jr.
Administrator

Date



306 Kamani Street, Honolulu HI 96813, Phone (808) 545-5900, Fax 545-5901, office@eventsint.com

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2021 NOV 23 A 11:08

Thursday, November 18, 2021

DairyQueen Corporate Event at Bishop Museum on January 8, 2022

Description and Operations plan

Events International will be servicing a private event for DairyQueen at Bishop Museum on January 8, 2022 from 6:00pm to 9:30pm. This is a private event and no other guests will be on Bishop Museum Property. Anticipated guest count is 1400 people, with approximately 200 minors, most under the age of 12 all traveling with their family. Guests will arrive at site in motor coaches with no guests arriving or leaving in private vehicles. There will be no cash transactions as this is a totally hosted event, hosted by DairyQueen for their invited guests.

The program will be as follows: Passed pupus and beverages upon arrival in a cocktail reception setting. Food and beverages will be offered by servers on trays as well as from service bars. There will be stand up round cocktail tables on the outside perimeter of the lawn and in areas around museum buildings. Guests may tour museum elements. After 45 minutes to an hour, guests will then move to the main seating areas on the main lawn where there will be dinner tables set up, food stations for dinner, service bars and a stage for the evenings program. The program will consist of roving entertainers, Hawaiian cultural demonstrations, and a closing performance by a national named act. At the conclusion of the event all guests will be transported off site by motor coaches.

All staff are trained in alcohol service, inebriation recognition, and conflict resolution. Bartenders hold Liquor Commission service cards. Security will include special duty Sheriff's officers, Bishop Museum's on site security, and private hired security. There will be security at all bars doing age checks and issuing wrist bands to those over 21. There will also be a roving detail of security to monitor guests.

A COVID -19 mitigation plan will be filed by MC&A, the destination management company overseeing the event and managing the guests.

Contact: Rick Schneider, rick@eventsint.com 808 294-7954

Bartender List

1. Allgaier, Colin
2. Bielen, Kainoa
3. Borthwick, Kortney
4. Cassalia, Phil
5. Caycedo, James
6. Chu, Lola
7. Dacanay, Kea
8. Diaz, Canice
9. Downing, Tanieca
10. Evans, Crystal
11. Higaki, Carey
12. Housel, Will
13. Johnson, Leah
14. Kama, Kaulana
15. Kanehira, Kelly
16. Kaneshiro, Dyan
17. Kipapa, Justin
18. Le, Can
19. Loney, Kurt
20. Malaski, Keoki
21. Mench, Dan
22. Nobuji, Owen
23. Obrero, Ashley
24. Pollard, Anna
25. Quidilla, Sharon
26. Sanford, Ryan
27. Silveria, Jason
28. Texeira, Mercy
29. Yamada, Jeri
- 30.

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2021 NOV 23 AM 11:08

Jabulka Pavilion & Planetarium



LICENSING INVESTIGATIVE REPORT

DATE: December 3, 2021

SUBJECT: Special License Applications from Events International, Inc., dba Events International, Inc., for a Special General Liquor License at 4997 Kahala Avenue, Honolulu.

For the following dates and times;

22-24101-1, January 9, 10, 11, 2022 7:00 a.m. till 7:00 p.m.

22-24101-2, January 12, 13, 14, 2022. 7:00 a.m. till 7:00 p.m.

22-24101-3, January 15, 16, 2022. 7:00 a.m. till 7:00 p.m.

for the Sony Open in Hawaii 2022 event

CORPORATION STRUCTURE:

EVENTS INTERNATIONAL, INC.: was incorporated under the laws of the State of Hawaii on August 18, 1987, as an existing corporation.

The officers/directors are:

Eric Schneider	CEO/P/T/S/D	83%
Gregory Johnson	VP/DIR	10%
<u>Minority Shareholders</u>		<u>7%</u>
		Total 100%

FINGERPRINTS:

Eric Schneider was fingerprinted on November 26, 2019, and Gregory Johnson was fingerprinted on March 31, 2021 clearances issued as a result of those fingerprinting shall be valid for license application or reapplication for up to two (2) years from the clearance date.

See **Exhibits A1-A2** for more information. CJIS Computer System checks were negative, for both principals.

LOCATION OF PREMISES:

The proposed licensed area will be at 4997 Kahala Avenue, Honolulu, (Waialae Country Club) **golf course only.**

LOCATION OF PREMISES:

There are other areas within the golf course that will not be licensed **(unlicensed)** by the applicant as follows:

17th green- approximately 66 feet by 48 feet area (overall).

18th green- approximately 260 feet by 170 feet area (overall).

For further information see attached **Exhibit B**.

INVESTIGATION:

The event will be for Sony Open in Hawaii 2022 event.

The person who will be the in charge for the area of liquor sale and consumption will be Events International, Inc.

The event promoter will be Friends for Hawaii Charities. The contact person for the event promoter is Rhonda Funn.

The applicant anticipates approximately **7,000** people to attend the throughout the duration of the event. Event is open to the public.

There will be minors in attendance.

The applicant intends to have a no host bar service. All drinks will be served in bottles, cans, and disposable cups and payment will be made in cash.

There will be (30) private security personnel. (Star Protection Agency).

Applicant will have eight (8) Honolulu Police Officers Special Duty.

See **Exhibit C** for further details of the event.

The principals has exercised numerous special licenses under Events International, Inc., in the past several years without any reported incidents.

LANDLORD CONSENT:

According to HLC Form LIQ-LIC-142, dated October 28, 2021, Waialae Country Club, General Manager Richard Howard, authorizes Events International, Inc., to sell and serve liquor at 4997 Kahala Avenue, Honolulu, (golf course only/designated areas) on January 9th through January 22, 2022, from 7:00 a.m. till 7:00 p.m.

NEIGHBORHOOD BOARD NOTIFICATION:

The applicant has submitted a return receipt from the certified mailing to the chair of the Neighborhood Board, to meet the notification requirement.

ZONING CLEARANCE:

An approved Zoning Clearance from Department of Planning and Permitting (DPP) for the subject location has been received. DPP indicated on November 1, 2021, that use is permitted.

EMERGENCY PROCLAMATION/EMERGENCY ORDER:

If this application is approved, it is subject to the conditions and restrictions of the current Office of the Governor of the State of Hawaii Proclamations and the Office of the Mayor of the City and County of Honolulu Emergency Orders, as the same may be amended, updated, or revised.

Applicant shall comply at all times with any other laws applicable to the business of the licensee whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, and to all applicable rules and regulations of the liquor commission as the same may exist or be adopted or changed from time to time.

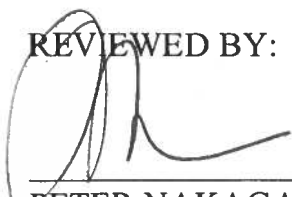
OPINION:

In my opinion, the applicant has met statutory requirements of filing this application.




DANIEL SATO
SUPERVISING INVESTIGATOR

REVIEWED BY:



12/3/2021
PETER NAKAGAWA
CHIEF INVESTIGATOR



LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
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2021 NOV 23 A 11:06

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Schneider Eric Gene SOCIAL SECURITY NO. _____
 (Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____
 CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 545-5900 MOBILE PH (____) _____ EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGF _____
 (City, State) (Month, Day, Year)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1967

NAME OF HIGH SCHOOL Brooklyn Technical High School, Brooklyn, NY
 (include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 1971

NAME OF COLLEGE Herbert H. Lehman College of the City University of New York, Bronx, NY
 (include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED _____

CITIZENSHIP* USA DATE ARRIVED IN HAWAII (if applicable) January 21, 1987
 *If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
3/71	2/72	Editor/Camera Assistant	Wm. Greaves Prod,	NYC, NY
3/72	2/73	Freelance Film Prod.	Self	SF, CA & NYC, NY
2/73	4/75	Producer, Editor, Director	Amram Nowak & Assoc.	NYC, NY
5/75	8/77	Freelance Film Production	Self	NYC, NY
8/77	11/86	President/Owner	Fine Tuning Inc.	NYC, NY
3/87	4/95	President/Owner	Schneider & Assoc.	Honolulu, HI
5/94	10/12	President/Owner	Wa Nui Records Inc.	Honolulu, HI
5/97	Present	CEO/President	Events International Inc.	Honolulu, HI
2/06	4/13	Managing Member	Waterfront Ventures LLC	Honolulu, HI

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: CA

List your experience in the liquor industry: 30 years managing beverage concessions and catered events for Events International. Eight years managing the Waterfront at Aloha Tower as an event venue and private party space.

2021 NOV 23 1 A 11:06

Will you devote time to manage the subject business? ☒ YES ☐ NO

If answer is "YES", will it be ☒ FULL TIME, or ☐ PART-TIME?

I, Eric Gene Schneider

(Print Applicant's Full Name)

, of

(Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

On this 26 day of October, in the year of 2021, personally appeared

Eric Gene Schneider

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

26 day of October, 20 21

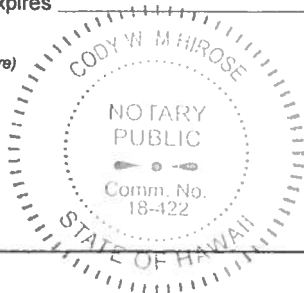
Print Name
Notary Public, State of Hawaii

Signature of Notary

Cody W.M. Hirose
Notary Public, State of Hawaii
My Commission Expires:
July 23, 2022

My commission expires

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: 10/26/2021 # of Pages: 2

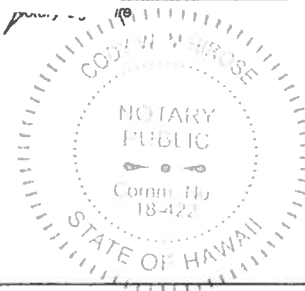
Notary Name: Cody W.M. Hirose First Circuit

Doc. Description: Personal History and

Affidavit

10/26/2021
Date

(Place Notary Stamp or Seal here)



LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
 PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
 INTERNET ADDRESS: www.honolulu.gov/liq

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 LIQUOR COMMISSION
 C&C OF HONOLULU

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

2021 NOV 23 A 11:06

NAME Johnson, Gregory, Randall SOCIAL SECURITY NO. _____
 (Last, First Middle Maiden)
 RESIDENTIAL ADDRESS _____ APT. NO. _____
 CITY _____ STATE _____ ZIP CODE _____
 BUS. PH (808) 545-5900 MOBILE PH () _____ EMAIL _____
 PLACE OF BIRTH _____ DATE OF BIRTH 1 _____ AGE _____
 (City, State) (MM / DD / YYYY)
 NO. OF YEARS COMPLETED IN HIGH SCHOOL 12 YEAR COMPLETED 1980
 NAME OF HIGH SCHOOL Pacific Palisades High, Pacific Palisades California
 (include City and State)
 NO. OF YEARS COMPLETED IN COLLEGE 1.5 YEAR COMPLETED 1981
 NAME OF COLLEGE Santa Monica College, Santa Monica California
 (include City and State)
 OTHER EDUCATION / YEAR(S) ATTENDED _____
 CITIZENSHIP US DATE ARRIVED IN HAWAII (if applicable) 1987
 *If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
06/1977	08/1982	Training Broilerman	Charthouse	Malibu CA
06/1981	09/1987	Director of Operations	Hard Rock Cafe,	LA/SF/Chicago/Houston/ HNL
11/1987	06/1989	Director of Operations	California Pizza Kitchen	LA and Kahala Mall
07/1989	08/1990	General MGR/ Operations	Hernados Hideaway,	Waikiki
08/1990	06/1992	Director of Ops	Pan Pacific Partners (Compadres/Sunset Grill/Rose City Diner)	HNL
06/1992	06/1997	Event Manager/Sales	Current Affairs	HNL
06/1997	04/1998	Consulant/Gen Mgr	Shipleys Ale House	Manoa HNL
05/1998	11/2009	GM / VP Operations & Catering	Director, INDIGO Restuarant,	HNL
11/2009	to Present	Vice President / Partner,	Events International,	HNL

(If additional space is needed, please attach a separate sheet)

NOTARY INITIALS _____

List your experience in the liquor industry: Opening and Managing Multimillion Dollar AwardWinning Restaurants since the Early 1980's.Awarded First Liquor Commission Blue Card in Summer of 1987RECEIVED
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C&C OF HONOLULU

2021 NOV 23 11:07

Will you devote time to manage the subject business?

☒ YES ☐ NOIf answer is "YES", will it be ☒ FULL TIME, or ☐ PART-TIME?I, Gregory Randall Johnson, of _____
(Print Applicant's Full Name)

(Residential Address, City, State, Zip _____)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

SS.

On this 30 day of October, in the year of 2021, personally appearedGregory Randall Johnson

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

NOTARY CERTIFICATION

Date of Doc: 10/30/2021 # of Pages: 2Notary Name: EDIE HANOHANO 1ST CircuitDoc. Description: Personal History and Affidavit10/30/2021
Date

Notary Signature

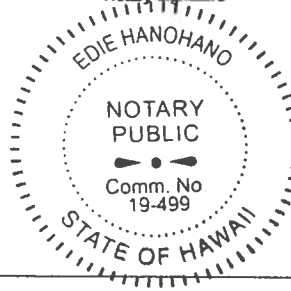
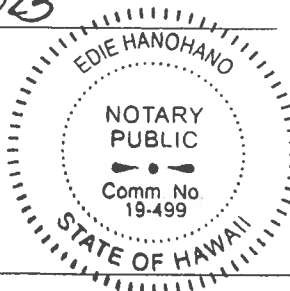
(Place Notary Stamp or Seal here)

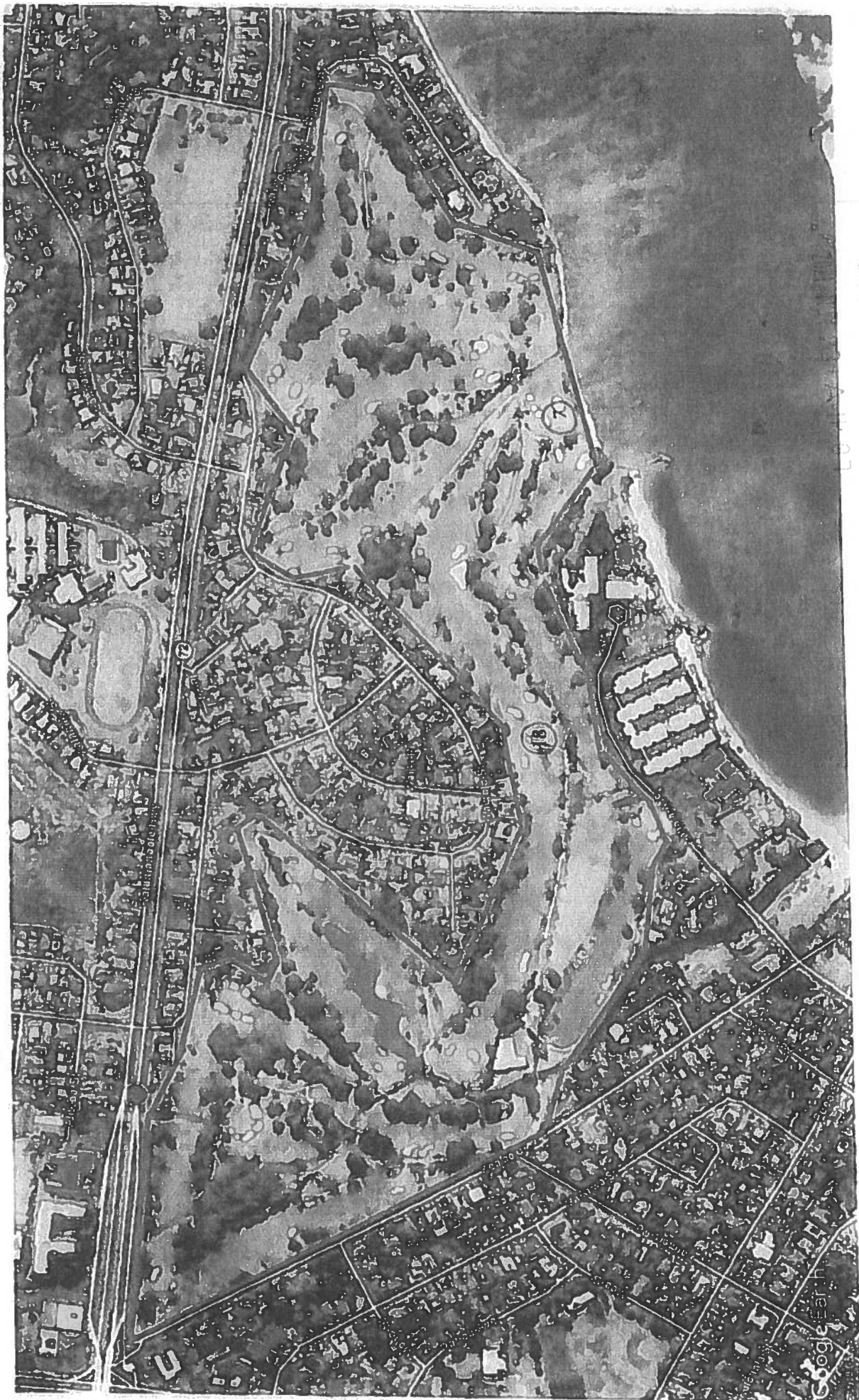
Signature of applicant before notary

Subscribed and sworn to before me this:

30 day of October, 2021Print Name: EDIE HANOHANO
Notary Public, State of HawaiiMy commission expires 11/24/2023

(Place Notary Stamp or Seal here)

Edie Hanohano
Notary Public, State of Hawai'i
Commission Expires Nov 24, 2023



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#17: See detailed map attached

#18: See detailed map attached



2022 Sony Open in Hawaii
Corporate Hospitality

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

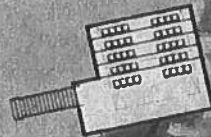
2021 NOV 23 A 11:07

EXHIBIT B

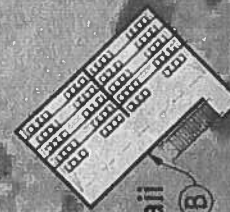
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C&C OF HONOLULU

2021 NOV 23 AM 11:07

17



Honolulu Star-Advertiser



Pasha Hawaii

EXHIBIT B

RECEIVED
LIQUOR COMMISSION
C.C.C. OF HONOLULU

2021 NOV 23 2:00:07

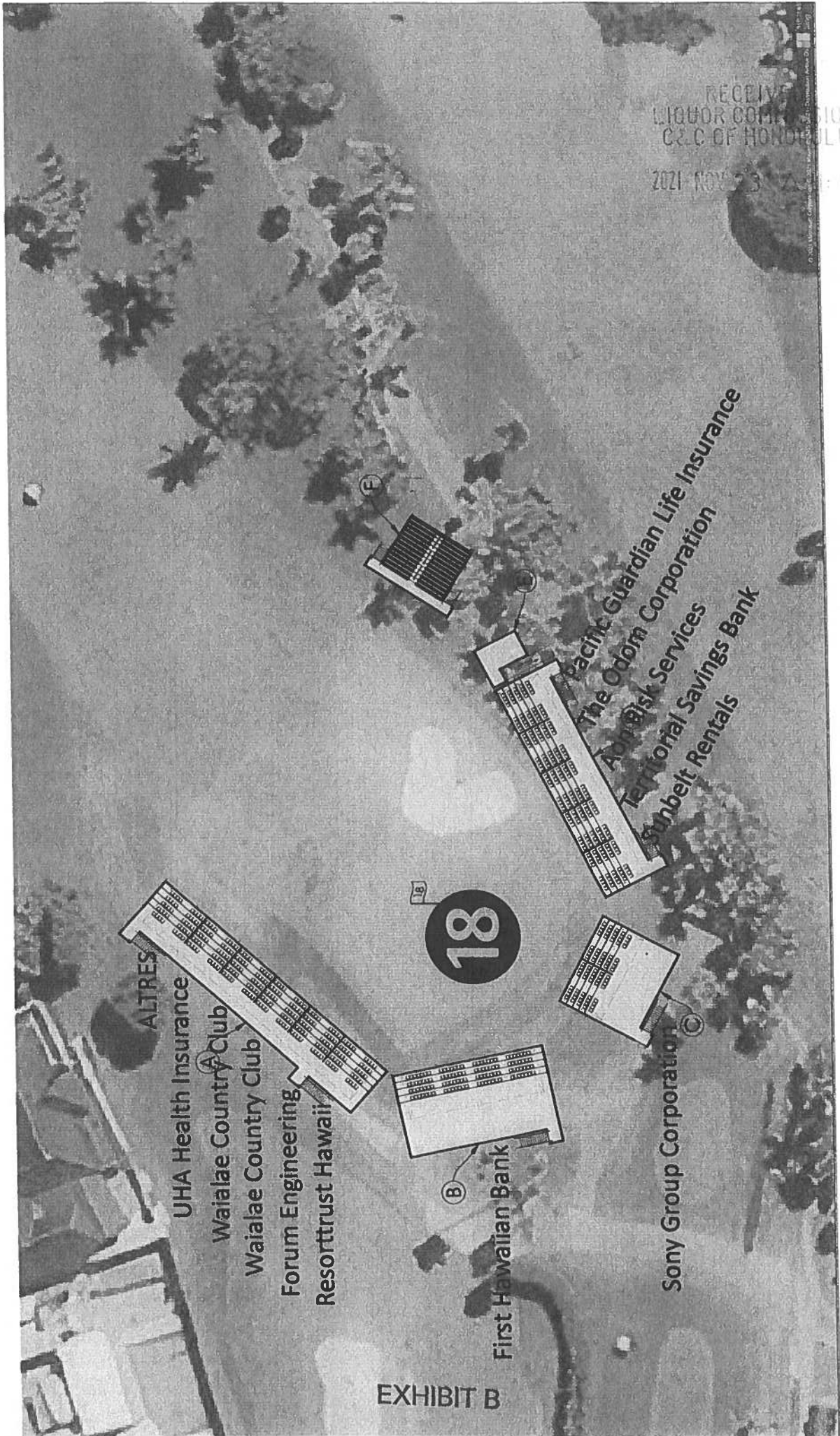


EXHIBIT B

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C&C OF HONOLULU
2021 NOV 23 AM 11:01

Commercial Plumbing

18

EXHIBIT B

Google Earth

**LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU**

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249

PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov

INTERNET ADDRESS: www.honolulu.gov/liq

**SUPPLEMENTAL INFORMATION FOR
SPECIAL & CATERING LIQUOR LICENSE APPLICATION**

For Special License:

Up to three (3) event days per application. Application(s) must be submitted a minimum of six (6) weeks prior to event.

For Catering License:

For Restaurant and Hotel Licensees only. Application must be submitted a minimum of three (3) weeks prior to event.

Licensee Name: Events International, Inc. Liquor License #: _____

Licensee Contact Name: Tammy Tamashiro Title: Admin Manager

Caterer Only: Name of Registered Manager on Duty at Event: _____

Manager on Duty Phone: _____ **Manager on Duty Email:** _____

Start Date & Time (include set-up time): 01/09/2022, 7am End Date & Time (include clean-up time): 01/16/2022, 7pm

Description of Event: Spne Open 2022

Name of Event Promoter: Friends for Hawaii Charities - Rhonda Funn

Event Coordinator Phone: 808-792-9305 Event Coordinator Email: rfunn@141hawaii.com

Reason for applying for the Special or Catering License: Beverage concessionaires for Sony Open 2022

Type of license exercised on previous occasions, if any; number of times approved; when, where and whether or not license was exercised without incident. 1/06 to 1/13/19 - Sony Open @ Waialae Country Club, 04/17 to 4/20/19 - Lotte LPGA @ Koolina Golf Course

5/04/19 - Cabana Fest @ Turtle Bay, 06/20/19 to 06/22/19 - All American Rodeo @ New Town & Country Stables

How will liquor be dispensed?

☐ Host ☒ No-Host

Regarding Drinks:

a. Type of drinks to be served (including soft drinks): Beer, wine, spirits, water, soft drink, juice

b. Type of payment (cash or script): Cash

c. Type of serving container (disposable cup, glass, etc.): Disposable cup

d. Who and how many people will be dispensing the liquor? (applicant's employees, other people?): Please see attached

☒ Attach list of names and titles of people dispensing liquor.

Attendance & Admission:

Approximate number of people expected to attend event: 7000 Will anyone under 21 years of age attend? yes

Check One: ☒ Event Open to Public ☐ By Invitation Only

Will there be an admission charge? yes If yes, what is the admission ticket price? 20.00

Tickets will be sold ☒ In Advance ☐ At the Door

Entertainment:

a. Describe type of entertainment (live or recorded): n/a

b. Name of Group performing: n/a

c. Number of Performers: _____

☐ Attach list of names, ages and parental approval documents for all performers under 18 years of age.

d. Describe where on the premises the entertainment will take place: _____

e. Hours of entertainment, provide start and end times: _____

Security will be provided by:

a. Name of Agency: Starr Protection Agency

b. Number of Security Personnel: 30

c. Other Security Information: HPD Officers - 8

For Catering License Only:

Will wholesale liquor be delivered to the catered site? ☐ Yes ☐ No

Who is hiring applicant to cater food and liquor? _____

Name of Outside Promoter (if any): _____

SIGNATURE Licensee (Owner) / Authorized Agent

10/27/2021

DATE

Tammy Tamashiro

Admin Manager

PRINT Licensee (Owner) / Authorized Agent

TITLE

Note: If submission by Authorized Agent, please submit a Letter of Authorization or Notification of Authorized Agent (Form# LIQ-LIC-106), signed by the Director.

For HLC Office Use Only

Effective Date/Time

START: _____ a.m. / p.m.

☐ Approved

☐ Denied

☐ Referred

END: _____ a.m. / p.m.

HLC STAFF INITIAL: _____

Franklin "Don" Pacarro, Jr.
Administrator

Date

LCIS ENTRY DATE: _____

Bartender List

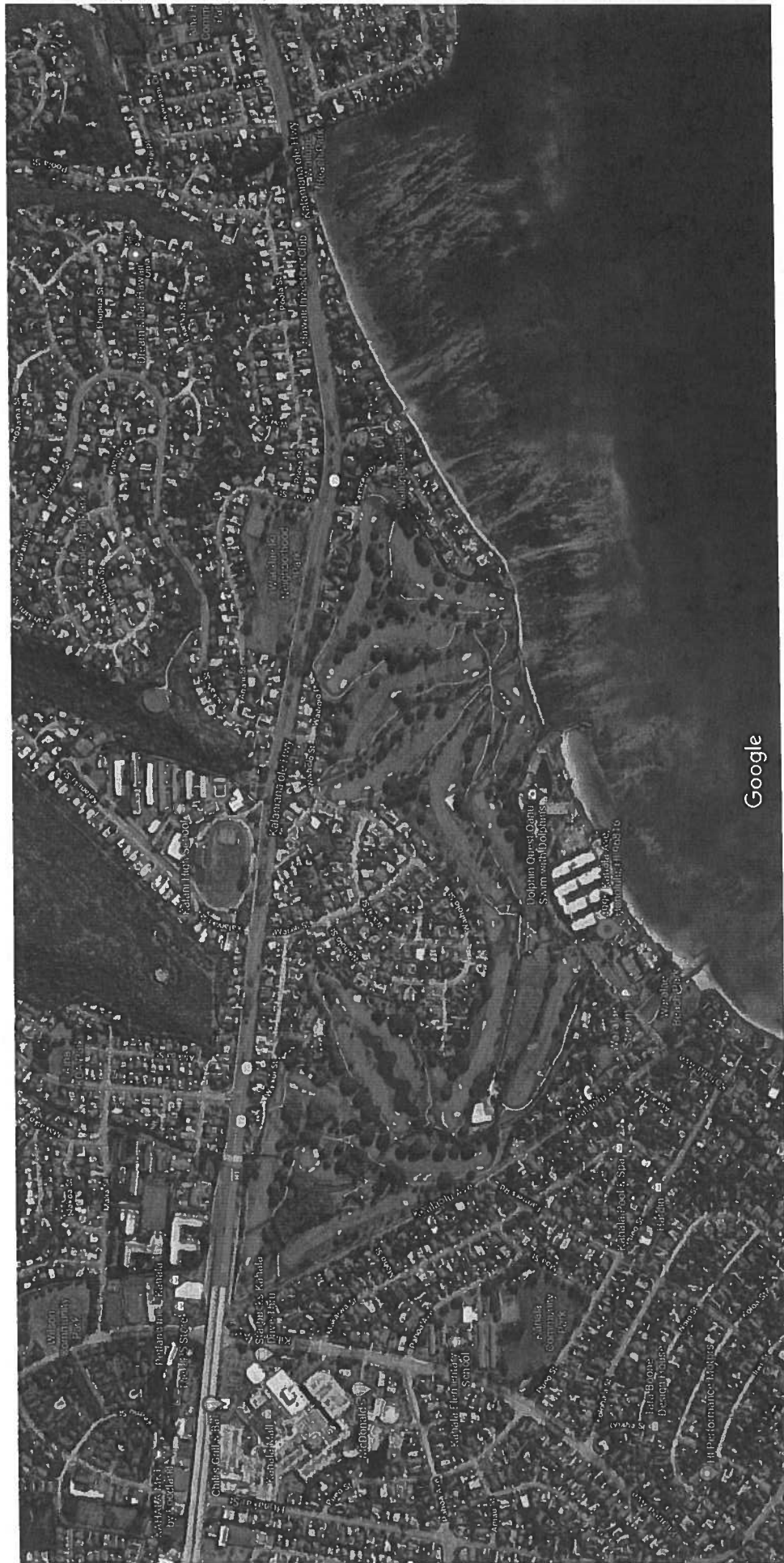
1. Allgaier, Colin
2. Bielen, Kainoa
3. Borthwick, Kortney
4. Cassalia, Phil
5. Caycedo, James
6. Chu, Lola
7. Dacanay, Kea
8. Diaz, Canice
9. Downing, Tanieca
10. Evans, Crystal
11. Higaki, Carey
12. Housel, Will
13. Johnson, Leah
14. Kama, Kaulana
15. Kanehira, Kelly
16. Kaneshiro, Dyan
17. Kipapa, Justin
18. Le, Can
19. Loney, Kurt
20. Malaski, Keoki
21. Mench, Dan
22. Nobuji, Owen
23. Obrero, Ashley
24. Pollard, Anna
25. Quidilla, Sharon
26. Sanford, Ryan
27. Silveria, Jason
28. Texeira, Mercy
29. Yamada, Jeri
- 30.

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C&C OF HONOLULU

2021 NOV 23 PM 11:06

EXHIBIT C

4997 Kahala Ave



LICENSING INVESTIGATIVE REPORT

DATE: December 2, 2021

SUBJECT: Special Application from Waialae Country Club dba
Waialae Country Club, for a Special General Liquor License at
4997 Kahala Avenue, Honolulu. **(18th Green only)**

For the following dates and times;

22-24104-1, January 9, 10, 11, 2022 7:00 a.m. till 7:00 p.m.

22-24104-2, January 12, 13, 14, 2022. 7:00 a.m. till 7:00 p.m.

22-24104-3, January 15, 16, 17, 2022. 7:00 a.m. till 7:00 p.m.

for the Sony Open in Hawaii 2022 event

BACKGROUND:

The applicant (Waialae Country Club) is applying for a special license to sell liquor for the 2022 Sony Open in Hawaii Golf Tournament. The Waialae Country Club license (F0015) (golf course only) will be temporarily reduced to allow the event to take place. The Special license will allow the sale of liquor to the public who are not members of Waialae Country Club.

CORPORATION STRUCTURE:

WAIALAE COUNTRY CLUB: was incorporated under the laws of the State of Hawaii on September 29, 1942, as a domestic nonprofit corporation. The officers/directors are:

Carey, David	Director
Carr, Stanford	Director
Chang, Kevin	Pres/Director
Deville, Paul	Director
Hayashi, Scott	Director
Howard, Richard	Asst. Sec/Asst. Treasurer
Kam, Howard K.	Director
Kawakami, Lloyd	Director
Kaya, Randall	Director
Kometani, Michael	Director
Kubota, Christine	Director
Kuioka, Alton	Treasurer

CORPORATION STRUCTURE CONTINUED:

Tsuhako, Dennis	Internal Auditor
Tsukamoto, Jon	Director
Walters, Jimmy	Director
Yamato, Kenneth	Secretary

WAIVER OF RULE 3-82-45.1:

On November 4, 2021, the Commission approved the applicant's request to waive the requirement for all officers and directors to submit documents to submit the affidavit, fingerprint card, and Criminal History & Background Check of the licensed premises, pursuant, to Rule 3-82-45.1 for a Special License.

FINGERPRINTS:

Requirement waived.

LOCATION OF PREMISES:

The proposed licensed area will be at the Waialae Country Club, golf course located at 4997 Kahala Avenue, Honolulu.

In this application, the applicant will only cover (18th Green only) 18th green- approximately 260 feet by 170 feet area (overall).

See **Exhibit A.**

OTHER GOLF COURSE AREA TO BE LICENSED:

According to the applicant, under special license application #22-24101-1/3, Events International, Inc., will be applying for a liquor license to cover other areas of the golf course.

INVESTIGATION:

The person who will be the in charge for the area of liquor sale and consumption will be David Brown (Club License Manager).

The applicant anticipates approximately **900** people per day to attend the event.

INVESTIGATION CONTINUED:

The event will be for Sony Open in Hawaii 2022 event.

The applicant intends to have a host and no host bar service. All drinks will be served in disposable cups and payment will be made in cash (public). Members of Waialae Country Club will use charge account.

There will be minors in attendance.

According to the applicant, all individuals purchasing and consuming alcohol will have their ID's checked and the employees will follow the Clubhouse practice of asking anyone who appears to be of questionable age to present ID.

There will be 50 to 75 private security personnel. (Star Protection Agency). They will also have Honolulu Police Officers Special Duty.

See **Exhibits B1-B2** for further details of the event.

The principals has exercised numerous special licenses under Waialae Country Club in the past without any reported incidents.

LANDLORD AUTHORIZATION:

According to LIQ-LIC-142 form for Landlord Authorization for sale and service of liquor, Waialae Country Club authorizes themselves to sell and serve liquor at 4997 Kahala Avenue (Waialae Country Club).

NEIGHBORHOOD BOARD NOTIFICATION:

The return receipt from the certified mailing to the chair of the Neighborhood Board is pending and must be submitted prior to the issuance of the license.

ZONING CLEARANCE:

Zoning Clearance from Department of Planning and Permitting (DPP) for the subject location is pending and must be received by the Commission prior to the issuance of special license.

EMERGENCY PROCLAMATION/EMERGENCY ORDER:

If this application is approved, it is subject to the conditions and restrictions of the current Office of the Governor of the State of Hawaii Proclamations and the Office of the Mayor of the City and County of Honolulu Emergency Orders, as the same may be amended, updated, or revised.

Applicant shall comply at all times with any other laws applicable to the business of the licensee whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, and to all applicable rules and regulations of the liquor commission as the same may exist or be adopted or changed from time to time.

OPINION:

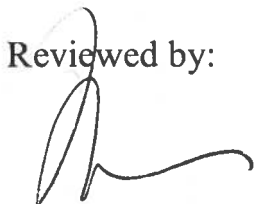
Statutory requirements appear to be met in this application.



Daniel Sato
Supervising Investigator

12/3/21

Reviewed by:



Peter Nakagawa
Chief Investigator

12/3/21

2021 SONY OPEN IN HAWAII
18th Green Layout

Areas outlined in red to remain in
Waialae Country Club license.

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NOV 23 PM 4:21

24'x21'

126'x25'

36'x66'

42'x36'

102'x24'

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
 PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
 INTERNET ADDRESS: www.honolulu.gov/liq

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 C&C OF HONOLULU

SUPPLEMENTAL INFORMATION FOR SPECIAL & CATERING LIQUOR LICENSE APPLICATION

For Special License:

Up to three (3) event days per application. Application(s) must be submitted a minimum of six (6) weeks prior to event.

For Catering License:

For Restaurant and Hotel Licensees only. Application must be submitted a minimum of three (3) weeks prior to event.

Licensee Name: Waialae Country Club Liquor License #: F0015

Licensee Contact Name: Richard Howard Title: General Manager/COO

Caterer Only: Name of Registered Manager on Duty at Event: David Brown

Manager on Duty Phone: (702) 715-3957 Manager on Duty Email: dbrown@waialae.com

Start Date & Time (include set-up time): 01/09/2022 7:00am End Date & Time (include clean-up time): 01/17/2022 7:00pm

Description of Event: 2022 Sony Open PGA Golf Tournament

Name of Event Promoter: Friends of Hawaii Charity

Event Coordinator Phone: (808)792-9305 Event Coordinator Email: rfunn@141hawaii.com

Reason for applying for the Special or Catering License: Annual PGA Tournament

Type of license exercised on previous occasions, if any; number of times approved; when, where and whether or not license was exercised without incident. Special License annually approved for PGA tournament for the past 55 years at Waialae Country Club and license was exercised without incident.

How will liquor be dispensed?

☒ Host ☒ No-Host

Regarding Drinks:

a. Type of drinks to be served (including soft drinks): soda, juice, water, coffee, tea, milk, beer, wine, and distilled spirits

b. Type of payment (cash or script): member's account

c. Type of serving container (disposable cup, glass, etc.): glass containers or disposable cups

d. Who and how many people will be dispensing the liquor? (applicant's employees, other people?): please refer to attached supplemental information.

☒ Attach list of names and titles of people dispensing liquor.

Attendance & Admission:

Approximate number of people expected to attend event: 900/day Will anyone under 21 years of age attend? Yes

Check One: ☒ Event Open to Public ☐ By Invitation Only

Will there be an admission charge? Yes If yes, what is the admission ticket price? \$20/daily; \$60/week

Tickets will be sold ☐ In Advance ☒ At the Door

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2021 NOV 24 P 1: 56

Entertainment:

a. Describe type of entertainment (live or recorded): N/A

b. Name of Group performing: _____

c. Number of Performers: _____

☐ Attach list of names, ages and parental approval documents for all performers under 18 years of age.

d. Describe where on the premises the entertainment will take place: _____

e. Hours of entertainment, provide start and end times: _____

Security will be provided by:

a. Name of Agency: Starr Protection Agency and HPD

b. Number of Security Personnel: 50-75 guards tournament wide

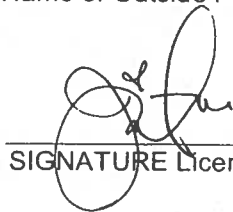
c. Other Security Information: _____

For Catering License Only:

Will wholesale liquor be delivered to the catered site? ☒ Yes ☐ No

Who is hiring applicant to cater food and liquor? Individual skybox Companies

Name of Outside Promoter (if any): Friends of Hawaii Charities



SIGNATURE Licensee (Owner) / Authorized Agent

11/24/2021

DATE

Jessica K. Eaton

PRINT Licensee (Owner) / Authorized Agent

Membership Secretary

TITLE

Note: If submission by Authorized Agent, please submit a Letter of Authorization or Notification of Authorized Agent (Form# LIQ-LIC-106), signed by the Director.

For HLC Office Use Only

Effective Date/Time

START: _____ a.m. / p.m.

END: _____ a.m. / p.m.

HLC STAFF INITIAL: _____

LCIS ENTRY DATE: _____

☐ Approved

☐ Denied

☐ Referred

Franklin "Don" Pacarro, Jr.
Administrator

Date



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C&C OF HONOLULU

2021 NOV 23 P 4 21

**2022
Current Staff*
Sony Open Skyboxes
[39]**

Akashi, Aaron L.H.
Arshad, Mohamed
Baba, Kerri E.
Brown, Bernadel S.
Brown, David G.
Cambe, Roy F.
Carney, Maci Jayne
Chong, Jeremy K.K.
Corral, Gary K.
Esteban, Rodolfo L.
Fuller, Marie Yolande G.
Hasebe, Glenn Y.
Higa, Norman H.
Ishizaki, Stuart Y.
Kaauwai, Joy M.K.
Kahapea Jr., Geoffrey N.S.
Kam-Urada, Geraldine Cheryl
Lee, Deral B.
Lewis, Amelia M.T.
Lieu, Quoc Phat

Macalma, Edgar F.
Martin, Herman B.
Matoba, Christie I.
Nguyen, Kevin Minh
Nisayaphantha, Marasri L.
Quitazol, Rosendo F.
Riley, Christopher L.
Say, Marianne L.
Simmons, Alexis Marie
Soriano, Erwin Rivera
Sugamoto, Kim Masako
Tada, Takako
Tadeo, Brenda G.
Tanferani, Nicole T.
Teilhafer, Kaela T.
Tualau, Maryann S.
Vasconcellos, Ann K.
Vea, Liane M.
Young, Joseph C.V.

****Tentative List, Subject to Change***

waialae country club

4997 Kahala Avenue • Honolulu, Hawaii 96816 • Tel: (808) 734-2151 • Fax: (808) 734-4791

www.waialaecc.com

EXHIBIT B2



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2021 NOV 23 P 4: 21

2022
Temporary Employees*
Sony Open Skyboxes
[32]

Baker, Aron
Bangal, Frankie
Baquairing, Ikaika
Brown, Sarraya
Cabatu, Rose
Castro, Gloria
Chung, Kalae
DeCambra, Jason
DeCambra, Jayla
Downes, Julie
Franklin, Therese
Haduca, Cheryl
Ilaoa, Kaleb
Jenkins, Ronny
Jones, Kenji
Kanehe, Abel

Keolanui, Hoku
Laulu, Mateo
Le, Can
Lee, Will
Lowndes, Rick
Lum, Mark
Macapagal, Noel
Manutai, Alapati
Manutai, Claire
Paccione, Mike
Parmalee, Clayton
Pascal, Chuck
Peralta, Sandy
Tobara, Shawn
Velasco, Gigi
Yamamoto, Jared

****Tentative List, Subject to Change***

wai'alea country club

4997 Kahala Avenue • Honolulu, Hawaii 96816 • Tel: (808) 734-2151 • Fax: (808) 734-4791
www.wai'aleaecc.com

EXHIBIT B2

An aerial photograph of a coastal town, likely in Hawaii. The image shows a large golf course in the center, a prominent hotel complex on the right, and a beach area at the bottom. The town is built on a hillside, with various streets and buildings visible. The Google logo is in the top right corner.

Imagery ©2021 Google, Imagery ©2021 CyberCity 3D, Inc. / 3D Travel Inc., Maxar Technologies, U.S. Geological Survey, USGS, Map data ©2021 Imagery ©2021 Google, Imagery ©2021 CyberCity 3D, Inc. / 3D Travel Inc., Maxar Technologies, U.S. Geological Survey, USGS, Map data ©2021

LICENSING INVESTIGATIVE REPORT

DATE: December 2, 2021

SUBJECT: Special Application from Waialae Country Club dba
Waialae Country Club, for a Special General Liquor License at
4997 Kahala Avenue, Honolulu. **(17th Green only)**

For the following dates and times;

22-24105-1, January 9, 10, 11, 2022 7:00 a.m. till 7:00 p.m.

22-24105-2, January 12, 13, 14, 2022. 7:00 a.m. till 7:00 p.m.

22-24105-3, January 15, 16, 17, 2022. 7:00 a.m. till 7:00 p.m.

for the Sony Open in Hawaii 2022 event

BACKGROUND:

The applicant (Waialae Country Club) is applying for a special license to sell liquor for the 2022 Sony Open in Hawaii Golf Tournament. The Waialae Country Club license (F0015) (golf course only) will be temporarily reduced to allow the event to take place. The Special license will allow the sale of liquor to the public who are not members of Waialae Country Club.

CORPORATION STRUCTURE:

WAIALAE COUNTRY CLUB: was incorporated under the laws of the State of Hawaii on September 29, 1942, as a domestic nonprofit corporation. The officers/directors are:

Carey, David	Director
Carr, Stanford	Director
Chang, Kevin	Pres/Director
Deville, Paul	Director
Hayashi, Scott	Director
Howard, Richard	Asst. Sec/Asst. Treasurer
Kam, Howard K.	Director
Kawakami, Lloyd	Director
Kaya, Randall	Director
Kometani, Michael	Director
Kubota, Christine	Director
Kuioka, Alton	Treasurer

CORPORATION STRUCTURE CONTINUED:

Tsuhako, Dennis	Internal Auditor
Tsukamoto, Jon	Director
Walters, Jimmy	Director
Yamato, Kenneth	Secretary

WAIVER OF RULE 3-82-45.1:

On November 4, 2021, the Commission approved the applicant's request to waive the requirement for all officers and directors to submit documents to submit the affidavit, fingerprint card, and Criminal History & Background Check of the licensed premises, pursuant, to Rule 3-82-45.1 for a Special License.

FINGERPRINTS:

Requirement waived.

LOCATION OF PREMISES:

The proposed licensed area will be at the Waialae Country Club, golf course located at 4997 Kahala Avenue, Honolulu.

In this application, the applicant will only cover **(17th Green only)** 17th green- approximately 66 feet by 48 feet area (overall).

See **Exhibit A.**

OTHER GOLF COURSE AREA TO BE LICENSED:

According to the applicant, under special license application #22-24101-1/3, Events International, Inc., will be applying for a liquor license to cover other areas of the golf course.

INVESTIGATION:

The person who will be the in charge for the area of liquor sale and consumption will be David Brown (Club License Manager).

The applicant anticipates approximately **900** people per day to attend the event.

INVESTIGATION CONTINUED:

The event will be for Sony Open in Hawaii 2022 event.

The applicant intends to have a host and no host bar service. All drinks will be served in disposable cups and payment will be made in cash (public). Members of Waialae Country Club will use charge account.

There will be minors in attendance.

According to the applicant, all individuals purchasing and consuming alcohol will have their ID's checked and the employees will follow the Clubhouse practice of asking anyone who appears to be of questionable age to present ID.

There will be 50 to 75 private security personnel. (Star Protection Agency). They will also have Honolulu Police Officers Special Duty.

See **Exhibits B1-B2** for further details of the event.

The principals has exercised numerous special licenses under Waialae Country Club in the past without any reported incidents.

LANDLORD AUTHORIZATION:

According to LIQ-LIC-142 form for Landlord Authorization for sale and service of liquor, Waialae Country Club authorizes themselves to sell and serve liquor at 4997 Kahala Avenue (Waialae Country Club).

NEIGHBORHOOD BOARD NOTIFICATION:

The return receipt from the certified mailing to the chair of the Neighborhood Board is pending and must be submitted prior to the issuance of the license.

ZONING CLEARANCE:

Zoning Clearance from Department of Planning and Permitting (DPP) for the subject location is pending and must be received by the Commission prior to the issuance of special license.

EMERGENCY PROCLAMATION/EMERGENCY ORDER:

If this application is approved, it is subject to the conditions and restrictions of the current Office of the Governor of the State of Hawaii Proclamations and the Office of the Mayor of the City and County of Honolulu Emergency Orders, as the same may be amended, updated, or revised.

Applicant shall comply at all times with any other laws applicable to the business of the licensee whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, and to all applicable rules and regulations of the liquor commission as the same may exist or be adopted or changed from time to time.

OPINION:

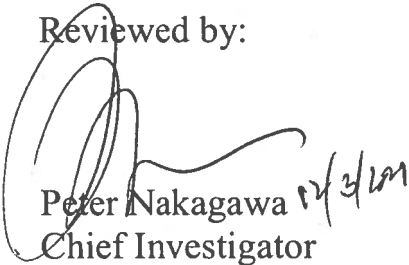
Statutory requirements appear to be met in this application.

P 12/3/21



Daniel Sato
Supervising Investigator

Reviewed by:

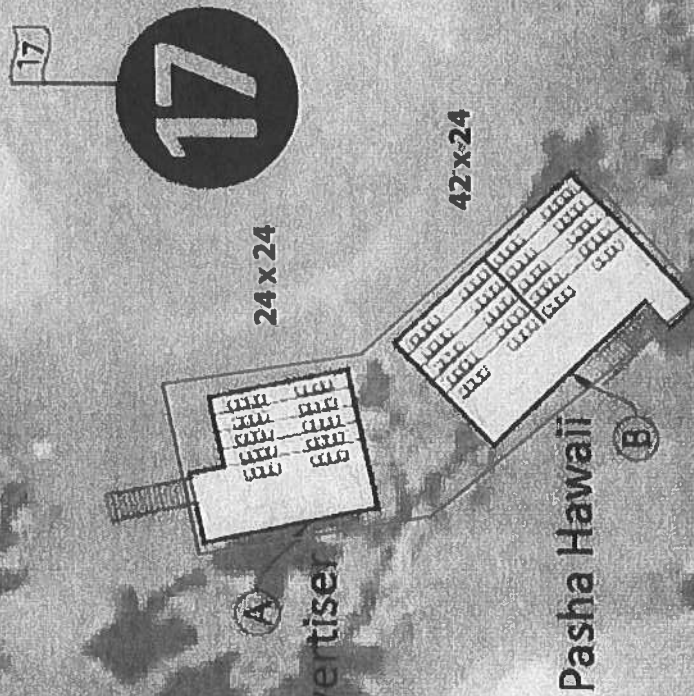


Peter Nakagawa 12/3/21
Chief Investigator

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2021 NOV 23 P 4:21

**2021 Sony Open Hawaii
Hole # 17**

Areas outlined in red to remain in
Waialae Country Club license.



Honolulu Star-Advertiser

Pasha Hawaii

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
 PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
 INTERNET ADDRESS: www.honolulu.gov/liq

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SUPPLEMENTAL INFORMATION FOR SPECIAL & CATERING LIQUOR LICENSE APPLICATION

For Special License:

Up to three (3) event days per application. Application(s) must be submitted a minimum of six (6) weeks prior to event.

For Catering License:

For Restaurant and Hotel Licensees only. Application must be submitted a minimum of three (3) weeks prior to event.

Licensee Name: Waialae Country Club Liquor License #: F0015

Licensee Contact Name: Richard Howard Title: General Manager/COO

Caterer Only: Name of Registered Manager on Duty at Event: David Brown

Manager on Duty Phone: (702) 715-3957 Manager on Duty Email: dbrown@waialae.com

Start Date & Time (include set-up time): 01/09/2022 7:00am End Date & Time (include clean-up time): 01/17/2022 7:00pm

Description of Event: 2022 Sony Open PGA Golf Tournament

Name of Event Promoter: Friends of Hawaii Charity

Event Coordinator Phone: (808)792-9305 Event Coordinator Email: rfunn@141hawaii.com

Reason for applying for the Special or Catering License: Annual PGA Tournament

Type of license exercised on previous occasions, if any; number of times approved; when, where and whether or not license was exercised without incident. Special License annually approved for PGA tournament for the past 55 years at Waialae Country Club and license was exercised without incident.

How will liquor be dispensed?

☒ Host ☒ No-Host

Regarding Drinks:

- Type of drinks to be served (including soft drinks): soda, juice, water, coffee, tea, milk, beer, wine, and distilled spirits
- Type of payment (cash or script): member's account
- Type of serving container (disposable cup, glass, etc.): glass containers or disposable cups
- Who and how many people will be dispensing the liquor? (applicant's employees, other people?): please refer to attached supplemental information.

☒ Attach list of names and titles of people dispensing liquor.

Attendance & Admission:

Approximate number of people expected to attend event: 900/day Will anyone under 21 years of age attend? Yes
Check One: ☒ Event Open to Public ☐ By Invitation Only
Will there be an admission charge? Yes If yes, what is the admission ticket price? \$20/daily; \$60/week
Tickets will be sold ☐ In Advance ☒ At the Door

Entertainment:


a. Describe type of entertainment (live or recorded): N/A
b. Name of Group performing: _____
c. Number of Performers: _____
☐ Attach list of names, ages and parental approval documents for all performers under 18 years of age.
d. Describe where on the premises the entertainment will take place: _____
e. Hours of entertainment, provide start and end times: _____

Security will be provided by:

a. Name of Agency: Starr Protection Agency and HPD
b. Number of Security Personnel: 50-75 guards tournament wide
c. Other Security Information: _____

For Catering License Only:

Will wholesale liquor be delivered to the catered site? ☒ Yes ☐ No
Who is hiring applicant to cater food and liquor? Individual skybox Companies
Name of Outside Promoter (if any): Friends of Hawaii Charities


SIGNATURE Licensee (Owner) / Authorized Agent

11/24/2021
DATE

Jessica K. Eaton
PRINT Licensee (Owner) / Authorized Agent

Membership Secretary
TITLE

Note: If submission by Authorized Agent, please submit a Letter of Authorization or Notification of Authorized Agent (Form# LIQ-LIC-106), signed by the Director.

For HLC Office Use Only

Effective Date/Time

START: _____ a.m. / p.m.

END: _____ a.m. / p.m.

HLC STAFF INITIAL: _____

LCIS ENTRY DATE: _____

☐ Approved ☐ Denied ☐ Referred

Franklin "Don" Pacarro, Jr.
Administrator

Date



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JAN 11 2023 10:16:21

**2022
Current Staff*
Sony Open Skyboxes
[39]**

Akashi, Aaron L.H.
Arshad, Mohamed
Baba, Kerri E.
Brown, Bernadel S.
Brown, David G.
Cambe, Roy F.
Carney, Maci Jayne
Chong, Jeremy K.K.
Corral, Gary K.
Esteban, Rodolfo L.
Fuller, Marie Yolande G.
Hasebe, Glenn Y.
Higa, Norman H.
Ishizaki, Stuart Y.
Kaauwai, Joy M.K.
Kahapea Jr., Geoffrey N.S.
Kam-Urada, Geraldine Cheryl
Lee, Deral B.
Lewis, Amelia M.T.
Lieu, Quoc Phat

Macalma, Edgar F.
Martin, Herman B.
Matoba, Christie I.
Nguyen, Kevin Minh
Nisayaphantha, Marasri L.
Quitazol, Rosendo F.
Riley, Christopher L.
Say, Marianne L.
Simmons, Alexis Marie
Soriano, Erwin Rivera
Sugamoto, Kim Masako
Tada, Takako
Tadeo, Brenda G.
Tanferani, Nicole T.
Teilhafer, Kaela T.
Tualau, Maryann S.
Vasconcellos, Ann K.
Vea, Liane M.
Young, Joseph C.V.

****Tentative List, Subject to Change***

waialae country club

1997 Kahala Avenue • Honolulu, Hawaii 96816 • Tel: (808) 734-2151 • Fax: (808) 734-4791
www.waialaecc.com

EXHIBIT B2



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2021 DEC 23 PM 4:21

**2022
Temporary Employees*
Sony Open Skyboxes
[32]**

Baker, Aron
Bangal, Frankie
Baquairing, Ikaika
Brown, Sarraja
Cabatu, Rose
Castro, Gloria
Chung, Kalae
DeCambra, Jason
DeCambra, Jayla
Downes, Julie
Franklin, Therese
Haduca, Cheryl
Ilaoa, Kaleb
Jenkins, Ronny
Jones, Kenji
Kanehe, Abel

Keolanui, Hoku
Laulu, Mateo
Le, Can
Lee, Will
Lowndes, Rick
Lum, Mark
Macapagal, Noel
Manutai, Alapati
Manutai, Claire
Paccione, Mike
Parmalee, Clayton
Pascal, Chuck
Peralta, Sandy
Tobara, Shawn
Velasco, Gigi
Yamamoto, Jared

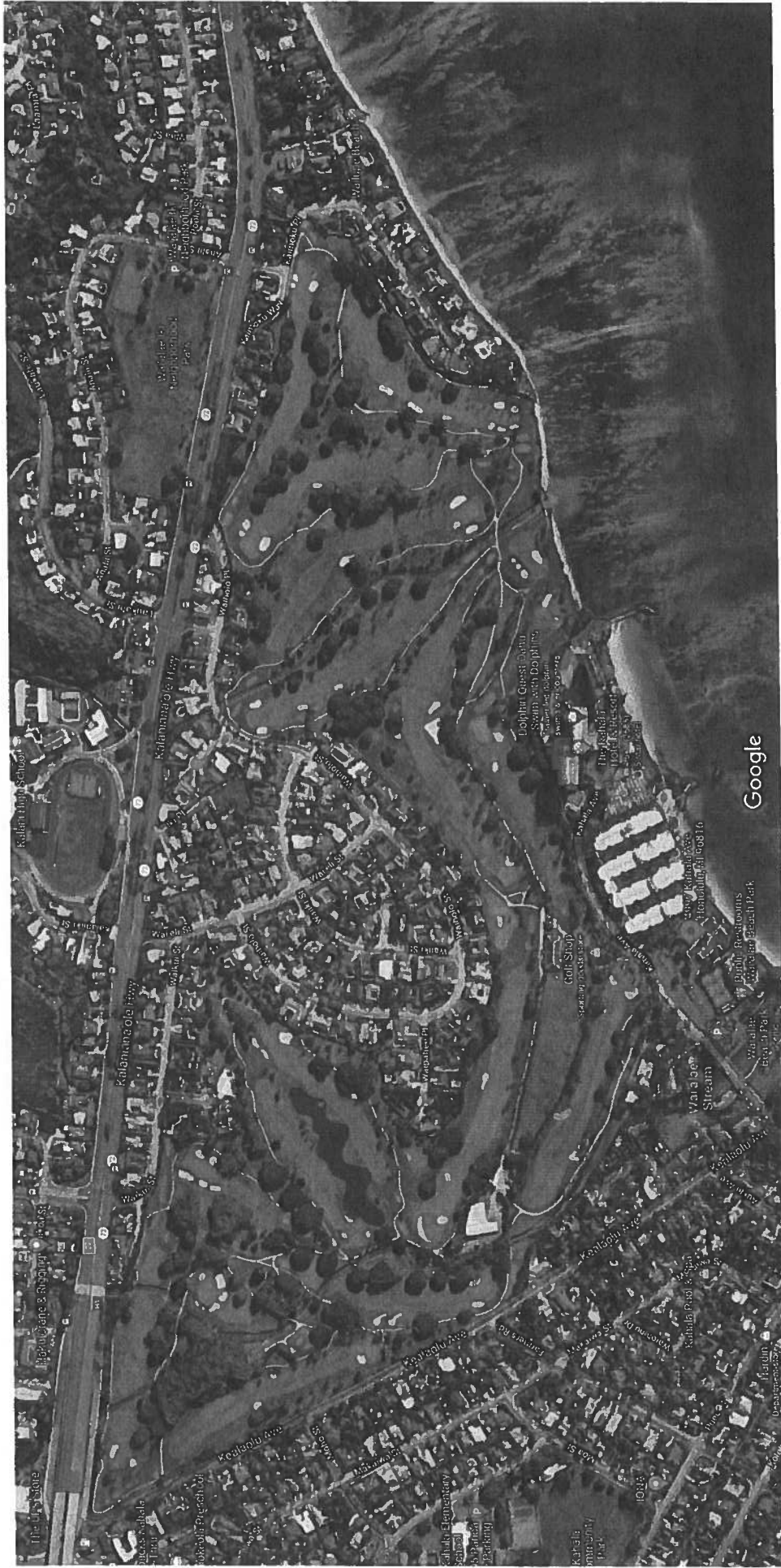
****Tentative List, Subject to Change***

waiālae country club

4997 Kahala Avenue • Honolulu, Hawaii 96816 • Tel: (808) 734-2151 • Fax: (808) 734-4791
www.waialaecc.com

EXHIBIT B2

4997 Kahala Ave



LICENSING INVESTIGATIVE REPORT

DATE: December 1, 2021

SUBJECT: Transfer application No. 22-23986 from MG-Hila LLC, dba STRIPSteak, for the transfer of the business and Restaurant General (Category 2 – Live entertainment, recorded music and dancing) license of TM-IMP Restaurant LLC, dba STRIPSteak, 2330 Kalakaua Avenue, Store No. 330, Honolulu (R1176)

COMPANY STRUCTURE:

MG-Hila LLC: Organized under the laws of the State of Delaware on December 1, 2015 as a manager-managed limited liability company, the company was duly registered to do business in the State of Hawaii as a foreign limited liability company on March 3, 2016. The member and manager of the company is:

		<u>Percent</u>
The Mina Group LLC	Member/Manager	100%

The Mina Group LLC: Organized under the laws of the State of California on July 2, 2003 as a manager-managed limited liability company. The members and managers of the company are:

		<u>Percent</u>
MG Holdings LLC	Member	100%
Michael Mina	Manager	0%
Steve Miller	Manager	0%
Michael Marks	Manager	0%

FINANCIAL STATEMENT FOR MG-HILA LLC, AS OF AUGUST 2021:

Financial Statement of the Applicant, dated October 26, 2021, was submitted to the Commission and certified by the Applicant to be substantially correct, as of August 2021.

TEMPORARY LICENSE:

The Applicant filed an application for a temporary license on October 27, 2021.

CONSIDERATION:

According to an unexecuted Bill of Sale, the consideration shall be \$200,000.

TRADE NAME:

According to a Certificate of Registration of Trade Name from the State of Hawaii Department of Commerce and Consumer Affairs, dated October 1, 2021, MG-Hila LLC has secured the use of the trade name "STRIPSteak" for five (5) years from October 1, 2021 to September 30, 2026.

LICENSE IN EFFECT FOR MORE THAN ONE YEAR:

Liquor Commission records reveal that the current Restaurant General license has been in effect since August 11, 2016.

DESCRIPTION OF THE PREMISES:

Location: The licensed premises is Store No. 330 in the International Market Place located at 2330 Kalakaua Avenue.

Details of premises:

- Approximately 8,593 square feet
- Irregular in shape, approximately 111 feet by 122 feet overall
- Indoor dining area, patio dining area, kitchen, office, and restrooms

See **Exhibit A**

Parking: There is shared customer parking available in the International Market Place structure.

BACKGROUND:

On June 23, 2016, the Commission granted a Restaurant General license at the subject location, effective August 11, 2016.

The license is current and will expire on June 30, 2022.

REASON FOR TRANSFER:

The Transferor is comprised of “Taubman” Group and “Mina” Group entities, and the parties have decided to have a Mina Group entity take over the business.

OTHER RELEVANT MATTERS THAT MAY AFFECT THE ISSUANCE OF THE LICENSE:

Kind of business: The business will be a steakhouse restaurant. The initial hours of operation will be from 5:00 p.m. to 10:00 p.m. daily. There will be four (4) managers and approximately 60 employees.

Lease: According to an unexecuted Lease, TRG IMP LLC (Landlord) leases to MG-Hila LLC (Tenant) approximately 8,593 square feet of space designated as Store Number 330 in the International Market Place retail development located at 2330 Kalakaua Avenue, Honolulu.

Term:

Commencement Date: July 1, 2021

Length of term: 10 years

An executed lease must be submitted prior to the issuance of a license.

Gross liquor sales report:

See Exhibit B

EFFECTIVE DATE OF TRANSFER:

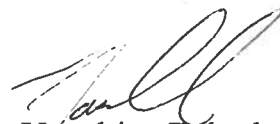
According to the Applicant, the effective date of the transfer of the business will be on or after the license transfer is approved by the Commission.

ZONING CLEARANCE:

The applicant has submitted a valid Zoning Clearance issued by the Department of Planning and Permitting, dated October 5, 2021.

OPINION:

In my opinion, statutory requirements have been met.



Yasuhiro Takeda
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Licensing Investigator



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C&C OF HONOLULU

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU

711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
PHONE (808) 768-7300 • FAX (808) 768-7311
INTERNET ADDRESS: www.honolulu.gov/lic

R

DECLARATION OF GROSS LIQUOR SALES
[FY19 ANNUAL REPORTING]

(Pursuant to Rule 3-81-17.54(c))

REPORT DUE WEDNESDAY, JULY 31, 2019

To report a partial period, use a "Partial Period Reporting Form"
For input instruction, move your cursor over the red field.

RESTAURANT

FOR LATE FILING ONLY
☒ OTC BY J. Gonzales
☐ PM DATE _____

LICENSEE MG-HILA
TRADE NAME STRIPSTEAK
MAILING ADDRESS 2330 Kalakaua Ave #330, Honolulu, HI 96815
NAME/TITLE OF PERSON PREPARING REPORT James Gonzales
EMAIL ADDRESS (Required) jgonzales@stripsteakwaikiki.com

LICENSE NO. **R1176**
PHONE NO. (808) 800-3094
PHONE NO. (808) 492-0965

COMPUTATION OF ADDITIONAL LICENSE FEE

1. Gross Sales <u>from JULY 1, 2018 to JUNE 30, 2019</u> (All sales include the State General Excise Tax and Off-premises Catering Sales.)	1. 8,822,771.60
2. Total Food Sales	2. 6,482,819.23
3. Total Non-Alcoholic Beverage Sales	3. 184,044.00
4. Total Liquor Sales (Line 1 minus Lines 2 and 3)	4. 2,155,908.37
5. Complimentary Drinks and/or Samples (Report at the full value)	5. 56,187.80
6. GROSS LIQUOR SALES (GLS) (Add Lines 4 and 5)	6. 2,212,096.17
7. Less FY19 Deductible	7. 203,000.00
8. NET GLS (Line 6 minus Line 7. Enter "0", if less than "0".)	8. 2,009,096.17
9. Assessment Rate of the class of the respective license	9. 0.005
10. ADDITIONAL LICENSE FEE DUE AND PAYABLE (Multiply Lines 8 and 9. Limited to \$25,000)	10. 10,045.48
11. Please Enter the Amount of Your Payment Please make checks payable to "City & County of Honolulu"	11. 10,045.48

COST OF LIQUOR SOLD

A. Beginning Liquor Inventory as of <u>July 1, 2018</u>	A. 124,424.00
B. Total Liquor Purchases for Fiscal Year 2019	B. 586,935.54
C. Ending Liquor Inventory as of <u>June 30, 2019</u>	C. 201,434.00
D. Cost of Liquor Sold for the period (Lines A + B - C)	D. 509,925.54

Pursuant to §3-81-17.5 et seq., the Rules of the Liquor Commission, and under the penalties set forth in §281, Hawaii Revised Statutes, I certify that this Gross Liquor Sales Report is true, accurate, and complete, and I am authorized to submit this report.

Date

8/20/2019

OFFICE USE ONLY

Initial:

Date:

8/20/19 (Sme)

For assistance, please contact HLC Auditing Team:
(808) 768-7343, Lq-Auditing@honolulu.gov

Signature of Officer, Member, or Authorized Agent

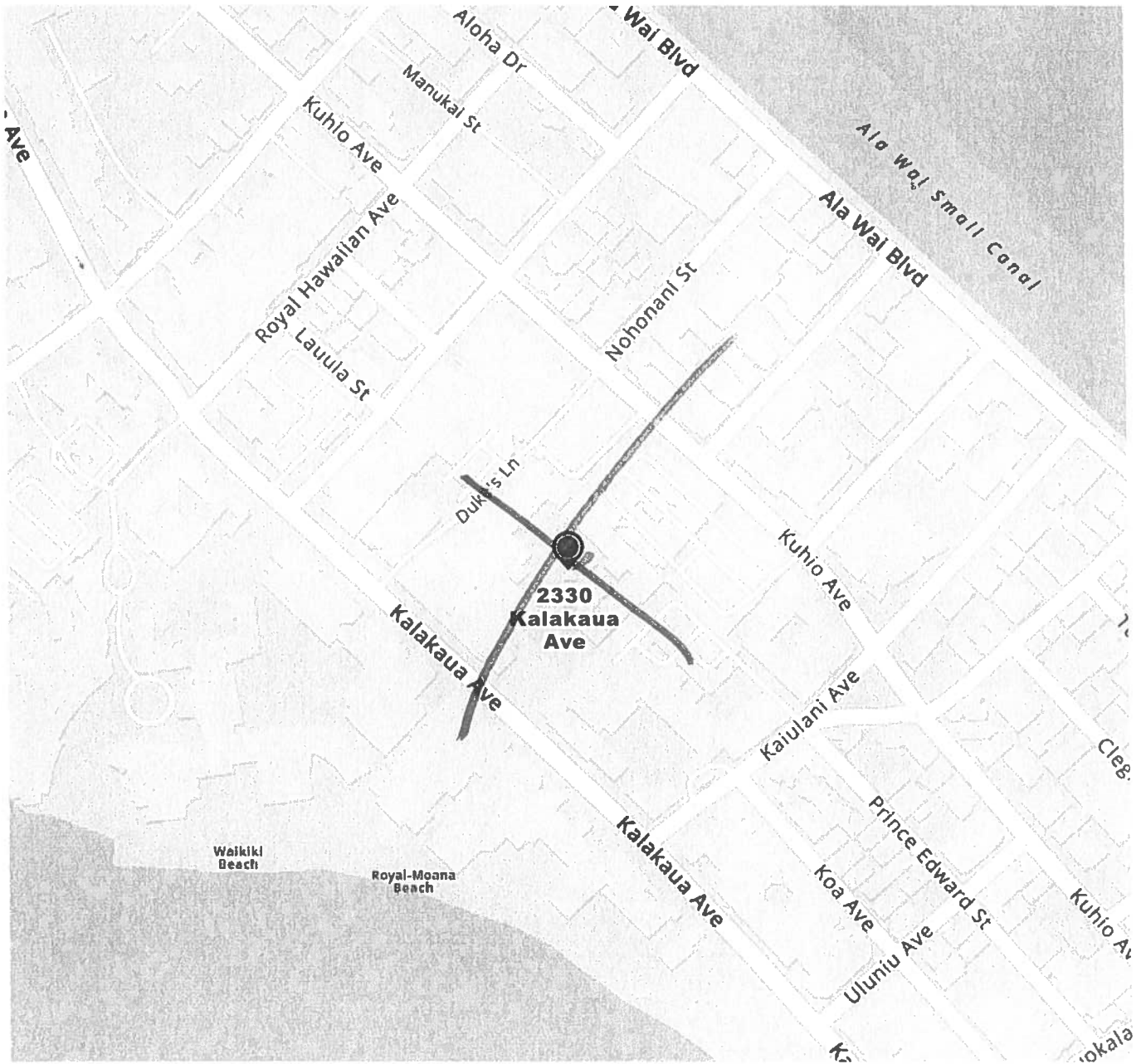
James Gonzales/Assistant General Manager

Print Name/Title

EXHIBIT B

2330 Kalakaua Ave

Honolulu | HI 96815-2947



LICENSING INVESTIGATIVE REPORT

DATE: August 16, 2021

SUBJECT: New Application No. 21-22844 from Kaimuki Distributors LLC dba
Kaimuki Storeroom for a Retail General license at 3408 Waialae Ave. Ste
103 Honolulu, HI 96816

COMPANY STRUCTURE:

Kaimuki Distributors LLC: was organized under the laws of the State of Hawaii on January 2, 2021, as a Manager – Managed Limited Liability Company. The sole Member/ Manager is:

	<u>Title</u>	<u>Ownership:</u>
<u>Ross Uehara-Tilton</u>	<u>Manager/ Member</u>	<u>100%</u>
		100%

See **Exhibit A** for Personal History Affidavit.

FINGERPRINTS:

Ross Uehara-Tilton was fingerprinted on February 2, 2021. HCJDC/ FBI and CJIS computer checks show negative for felony convictions.

FINANCIAL STATEMENT FOR KAIMUKI DISTRIBUTORS LLC AS OF FEBRUARY 16, 2021:

Applicant submitted a Financial Statement dated February 16, 2021, and received by the Commission February 19, 2021, and was certified by the applicant to be substantially correct.

COST AND FINANCING:

According to the applicant the cost for startup will be approximately \$25,000 and the financing will be done by the use of personal savings.

TRADE NAME:

The applicant has filed with the State of Hawaii Department of Commerce and Consumer Affairs, Form T-1, Application for Registration of Trade Name. The name "Kaimuki Storeroom" is registered to the applicant from January 25, 2021 till January 24, 2026.

DESCRIPTION OF THE PROPOSED LICENSED PREMISES:

Location: The proposed premises is located at 3408 Waialae Ave. Ste 103 Honolulu, HI 96813.

- The total area of the proposed premises is approximately 25ft x 7ft and 3.5ft x 3.5ft
- Proposed premises will be located within a premises applying for a Dispenser liquor license (Refer to Other liquor license interest heading)

See **Exhibit B** for floor plan.

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

None.

SAME CLASS OF LICENSE WITHIN 500 FEET:

Eat Hawaii Inc.
dba Rainbow Country Liquor HNL (D0337)
3398 Waialae Ave. Honolulu, HI 96816
Approximately 85 feet from the proposed premises

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of August 13, 2021, there are 524 Retail licenses issued within the City and County of Honolulu, of which 492 licenses are General/ kind.

OTHER MATTERS PERTAINING TO THE APPLICATION WHICH MAY AFFECT
ISSUANCE OF THE LICENSE:

Kind of Business:

- Retail store selling specialized wines, beers, and liquors
- Hours of Operation:
Monday through Thursday 6:30am to 8:00pm
Friday through Sunday 6:30am to 9:00pm
- Applicant will employ approximately 11 - 12 employees, 6 of which are managers.
- Applicant will have stanchions posted to delineate the retail licensed premises from the dispenser licensed premises

Confirmation of Use of Premises for Liquor Licensing Purposes:

According to this document dated June 4, 2021, and signed by the landlord (Finance Factors, Ltd, Robert Nelson President), acknowledges and approves the use of 3408 Waiālae Ave. Ste 103 Honolulu, HI 96813 by the applicant.

OTHER LIQUOR LICENSE INTEREST:

D/R Coffee Inc. dba The Curb Kaimuki filed New Liquor License application No. 21-22022, for a Dispenser General Category 3: Music/ Dancing license, concurrently with this application. Ross Uehara-Tilton (Applicant) is also an Officer of D/R Coffee Inc.

Kaimuki Distributors LLC dba Kaimuki Selection filed New Liquor License application No. 21-22881, for a Wholesale General license, concurrently with this application. Ross Uehara-Tilton sole member/ manager of this company.

ZONING CLEARANCE:

A valid Department of Planning and Permitting zoning clearance dated February 13, 2021, has been received.

HAWAII REVISED STATUTES SECTION 281-56(a)(9) STATEMENT:

As of August 13, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported staff before the Public Hearing will be forwarded to the Commission for its consideration.

NEIGHBORHOOD BOARD NOTIFICATION:

The applicant shall directly notify the chair of the neighborhood board in which the applicant's place of business is located, in writing and delivered by certified mail, return receipt requested. The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.

OPINION:

Statutory requirements of this application have been met.



Scott Perez
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Investigator


ah

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LIQUOR COMMISSION
5249 C&C OF HONOLULU

2020 JUL 10 P 1:34

List your experience in the liquor industry: None

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LIQUOR COMMISSION
C&C OF HONOLULU

2020 JUL 10 P 1:34

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☐ Full time, or ☒ Part-time?

I, ROSS UEHARA-TILTON, of _____

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 9th day of July, in the year of 2020, personally appeared Ross Uehara-Tilton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

9th day of July, 2020

Signature of Notary

Print Name Nellieann J.T. Shiroma

Notary Public, State of Hawaii

My commission expires

MAY - 9 2024

NOTARY CERTIFICATION

Date of Doc: JUL - 9 2020 # of Pages: 2

Notary Name: Nellieann J.T. Shiroma 181 Circuit

Doc. Description: Personal History and Affidavit

Notary Signature

JUL - 9 2020

Date

(Place Notary Stamp or Seal here)

(Place Notary Stamp or Seal here)

2021 JUN -7 P 12: 52

DISTRICT

THE CURB
3408 WATLAE AVENUE
HONOLULU, HI 96816

A101

GENERAL SHEET NOTES

- [illegible]

FLOOR PLAN KEYNOTES

- [illegible]

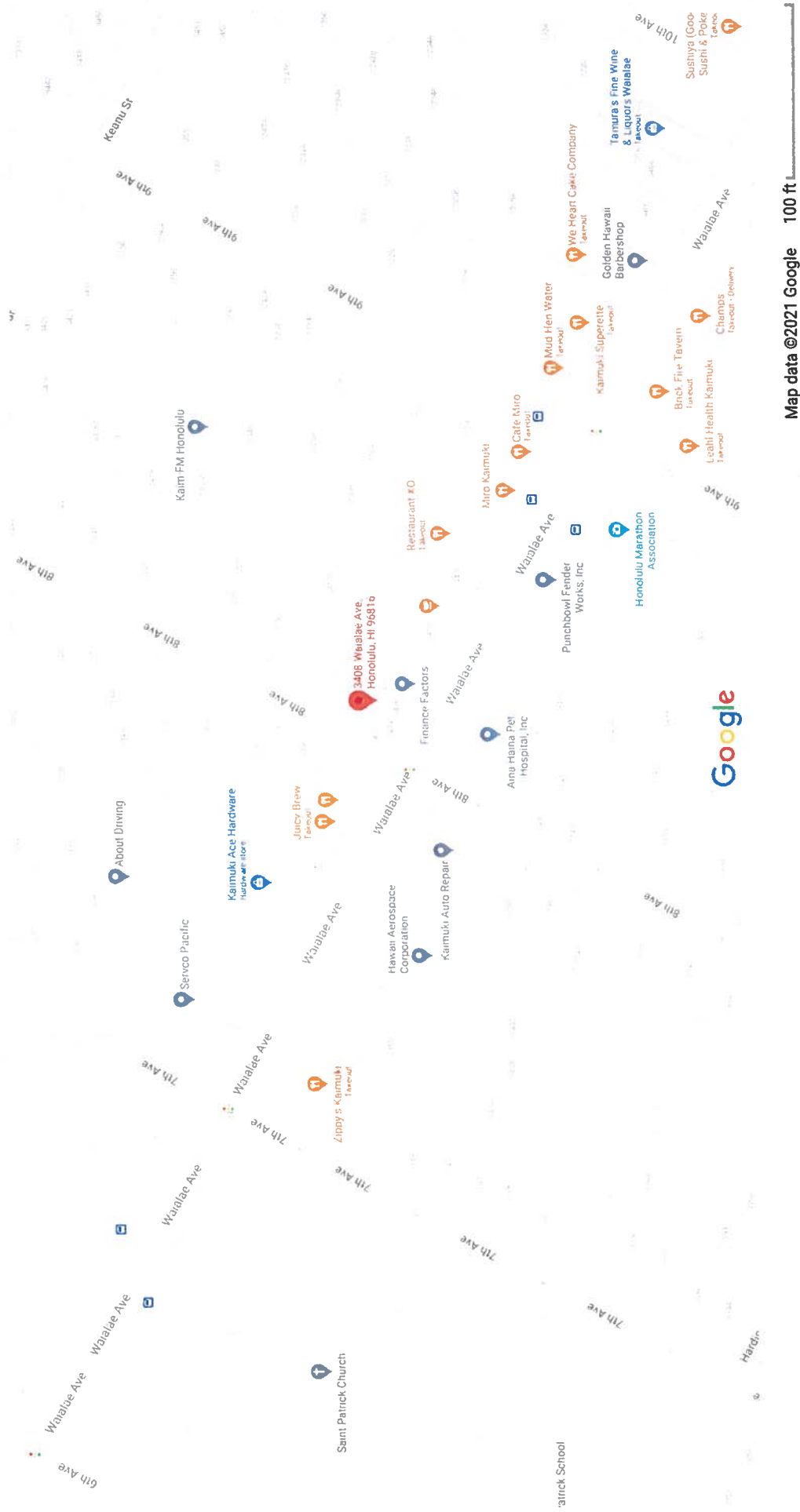
EQUIPMENT LEGEND

- [illegible]

KAIMUKI DISTRIBUTORS LLC
APPL. #21-22844

1 PROPOSED FLOOR PLAN

This portion is extracted from various sources and is not a direct quote from the original document.



LICENSING INVESTIGATIVE REPORT

DATE: November 26, 2021

SUBJECT: New Application No. 21-22930 from T.W.H.K. Company, Inc dba Tanaka Ramen & Izakaya for a Restaurant General Category 1: Standard license, located at 98-1005 Moanalua Road #2205 Aiea, HI 96701, Pearlridge Center

CORPORATION STRUCTURE:

T.W.H.K. Company, Inc.: was incorporated under the laws of the State of Hawaii on February 6, 2020, as a corporation. 1,000,000 common shares are authorized to be issued of which 1,000 are outstanding. The Sole Officer/ Director/ Shareholders is:

	<u>Title</u>	<u>Shares</u>	<u>Ownership:</u>
Jue Wang	P/V/T/S/D	1,000	100%
		1,000	100%

Refer to **Exhibit A**, Personal History Affidavit.

FINGERPRINTS:

Jue Wang was fingerprinted on September 15, 2020. HCJDC/ FBI and CJIS computer checks show negative for felony convictions.

FINANCIAL STATEMENT FOR T.W.H.K., INC. AS OF FEBRUARY 4, 2021:

Applicant submitted a Financial Statement dated March 6, 2021, and received by the Commission March 16, 2021, and was certified by the applicant to be substantially correct.

COST AND FINANCING:

According to Wayne Luke, Authorized agent for the applicant, the start-up cost is \$300,000 which has already been paid by the applicant.

TRADE NAME:

In a letter submitted by the applicant to the Commission, indicates that the applicant, Jue Wang, is also the President of T.J.H.K. Company, Inc., owns the trade name "Tanaka Ramen & Izakaya" and consents to allow T.W.H.K. Company Inc., applicant, to use such trade name.

Jue Wang is the sole Officer/ Director/ and Shareholder of both T.J.H.K. Company Inc. and T.W.H.K. Company Inc.

DESCRIPTION OF THE PROPOSED LICENSED PREMISES:

Location: The proposed premises is located at 98-1005 Moanalua Road, #2205 Aiea, HI 96701, Pearlridge Center.

The proposed premises is an irregular in shape and consists of the following:

- The total area of the proposed premises is approximately 93 ½ feet x 23 feet
- A kitchen area of approximately 53 feet x 9 feet
- A dining area of approximately 69 feet x 14 feet
- Parking and restrooms provided in a common shared area provided by the landlord

See **Exhibit B** for floor plan.

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

None.

SAME CLASS OF LICENSE WITHIN 500 FEET:

Gen Pearlridge LLC dba Gen Korean BBQ Pearlridge (R1374)
Restaurant/ General/ Dancing
98-130 Pali Momi St. Suite 2211 Aiea, HI 96701
Approximately 10 feet from the proposed premises

SAME CLASS OF LICENSE WITHIN 500 FEET Continued:

Uncle's at Pearlridge LLC dba Uncle's at Pearlridge LLC (R1330)
Restaurant/ General/ Standard
98-1005 Moanalua Rd. #2200 Aiea, HI 96701
Approximately 25 feet from the proposed premises

California Pizza Kitchen, Inc. dba California Pizza Kitchen (R0150)
Restaurant/ General/ Dancing
98-1059 Moanalua Rd. Aiea, HI 96701
Approximately 70 feet from the proposed premises

Koromo LLC dba Koromo (R1417)
Restaurant/ General/ Standard
98-1005 Moanalua Rd. #545 Aiea, HI 96701
Approximately 80 feet from the proposed premises

Pacific Meritage, LLC dba Chili's Grill and Bar (R0584)
Restaurant/ General/ Dancing
98-130 Pali Momi St. Space 231 Aiea, HI 96701
Approximately 260 feet from the proposed premises

California Beach Rock N' Sushi (Hawaii) Inc. dba California Beach Rock
N' Sushi (Hawaii) Inc. (R1264)
Restaurant/ General/ Dancing
98-151 Pali Momi St. Space A-2 Aiea, HI 96701
Approximately 320 feet from the proposed premises

Blue Tropix Enterprises Inc. dba Blue Tropix Bar & Grill (R1117)
Restaurant/ General/ Dancing
98-151 Pali Momi St. #A-1 Aiea, HI 96701
Approximately 330 feet from the proposed premises

Big City Diner Pearlridge, LLC dba Big City Diner (R0816)
Restaurant/ General/ Dancing
98-211 Pali Momi St. Space No. 900 Aiea, HI 96701
Approximately 370 feet from the proposed premises

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of November 26, 2021, there are 538 Restaurant licenses issued within the City and County of Honolulu, of which 498 licenses are General/ kind.

OTHER MATTERS PERTAINING TO THE APPLICATION WHICH MAY AFFECT ISSUANCE OF THE LICENSE:

Kind of Business:

- Applicant will operate a Ramen restaurant
- Hours of Operation, daily from 11:00am to 9:00pm
- Applicant will have approximately 4 managers and 11 employees

Lease: was made on February 21, 2020, between BRE/ Pearlridge LLC (Landlord) and T.W.H.K. Company, Inc. (Tenant). The term of the lease is for 120 months, commencement date is the earlier date of the Tenant opens

Lease Continued: *Required completion date: 150th day after the date Landlord notifies Tenant the premises are ready for commencement of Tenant's work.

Permitted Use: "...the operation of a Tanaka Ramen restaurant and bar substantially similar to the operation of its other restaurants..."

According to a statement from Wayne Luke, authorized agent, dated March 16, 2021, this will be the third Ramen restaurant the applicant is opening in Hawaii, under the name Tanaka Ramen, in Kapolei and Ala Moana shopping center. Food sales have always exceeded liquor sales, and does not expect sales at this location be any different.

Refer to **Exhibit C**, Restaurant menu.

OTHER LIQUOR LICENSE INTEREST:

Tanaka Holdings Hawaii, Inc. dba Tanaka Ramen & Izakaya (R1419/ Active) at 590 Farrington Hwy, Unit 510 Kapolei, HI 96707, from October 2, 2020 till June 30, 2022. Jue Wang (Pres/ VP/ Sec/ Treas/ Dir).

OTHER LIQUOR LICENSE INTEREST Continued:

T.J.H.K. Company, Inc. dba Tanaka & Izakaya (R1421/ Active) at 1450 Ala Moana Blvd., #2054 Honolulu, HI 96814 (Ala Moana Shopping Center) from October 16, 2020 till June 30, 2022. Jue Wang (Pres/ VP/ Sec/ Treas/ Dir).

HISTORY OF VIOLATION FOR OTHER LIQUOR LICENSED INTEREST DURING THE PERIOD OF TIME OWNED OR OPERATED BY THE APPLICANT:

According to LCIS there are no outstanding or pending violations against any other liquor licensed interests owned or operated by the applicant.

ZONING CLEARANCE:

A valid has not yet been received by from the applicant. Valid zoning clearance is needed prior to issuance of the liquor license.

HAWAII REVISED STATUTES SECTION 281-56(a)(9) STATEMENT:

As of November 26, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported staff before the Public Hearing will be forwarded to the Commission for its consideration.

NEIGHBORHOOD BOARD NOTIFICATION:

The applicant shall directly notify the chair of the neighborhood board in which the applicant's place of business is located, in writing and delivered by certified mail, return receipt requested. The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.


OPINION:

Statutory requirements of this application have been met.



Scott Perez
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Investigator *11/11/2011* *wh*

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C&C OF HONOLULU

2021 MAR 16 A 10:42

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

NAME Wang Jue SOCIAL SECURITY NO. _____
Last First Middle Maiden
HOME ADDRESS _____ APT. NO. _____ TELEPHONE NOS.: _____
HOME (_____
BUS. (_____
CITY _____ STATE _____ ZIP CODE _____
PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
(City, State) (MM / DD / YYYY)
NO. OF YEARS COMPLETED IN HIGH SCHOOL _____ YEAR COMPLETED _____ NAME OF SCHOOL _____
(Include City and State)
NO. OF YEARS COMPLETED IN COLLEGE _____ YEAR COMPLETED _____ NAME OF COLLEGE _____
(Include City and State)
OTHER EDUCATION _____
CITIZENSHIP* _____ DATE ARRIVED IN HAWAII (if applicable) _____
*(If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.)

EMPLOYMENT RECORD (from the time school was completed to present):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
6-15	2-17	Part Owner	Jinya Ramen Bar	Chicago, IL
10-17	present	Part Owner	Honolulu Pike	College Station, TX
11-17	present	Part Owner	Tanaka Ramen	College Station, TX
4-18	present	Part Owner	Tanaka Ramen	Atlanta, GA
9-19	present	Part Owner	Tanaka Express	Atlanta, GA
2-2020	present	Owner	Tanaka Ramen	Kapolei, HI
9-2020	present	Owner	Tanaka Ramen (Alabama)	Hon HI

(If additional space is needed, please use reverse side)

List your experience in the liquor industry:

In Hawaii

Tunaka Ramen (Kapehi)

Tunaka Ramen (Ala Moana)

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C&C OF HONOLULU

2021 MAR 16 A 10:42

Will you devote time to manage the subject business? ☒ Yes ☐ No

If answer is "YES", will it be ☒ Full time, or ☐ Part-time?

I, Jue Wang,

of

(Full Street Address, City, State, Zip)

being first duly sworn, deposes, and says, that the above information is true and correct and that I ☐ have/ ☒ have not) been convicted of any felony charge.

Signature

PA
RE
PH
AF



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 3 day of Feb., in the year of 2021, personally appeared Jue Wang who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

3 day of February, 2021

Signature of Notary

Print Name:

Notary Public, State of Hawaii

My commission expires

June 26, 2023

NOTARY CERTIFICATION

Date of Doc: 2-3-21 # of Pages: 2

Notary Name: Heather Draschil FE Circuit

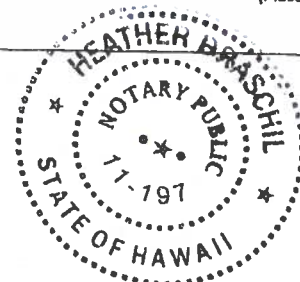
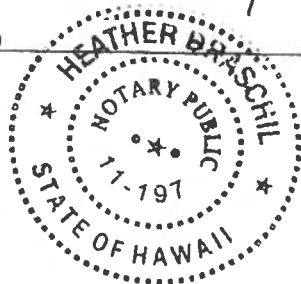
Doc. Description: Personal History and Affidavit

Notary Signature

2-3-21
Date

(Place Notary Stamp or Seal here)

(Place Notary Stamp or Seal here)



2021 JUN -4 P 3: 59



3/21/85

2021 OCT -6 PM12:21

MAKE
YOUR
OWN
RAMEN

START
AT \$7

- 1 Pick your soup
Pork
Chicken
Half half
Vegetable
- 2 Pick your noodle
Thick
Thin
Kale noodle (+\$1.00)
- 3 Pick your spicy level
LEVEL 1 \$0.5
LEVEL 2 \$1
LEVEL 3 \$1.5
LEVEL 4 \$2
- 4 Toppings:

Average bowl \$2.00	Fresh Curry \$0.50
Black Garlic Oil \$1.00	Green Onion \$2.00
Red Choy \$2.00	Kikunage \$2.00
Broccoli \$2.00	Paillard Chicken \$2.00
Beefsteak \$3.00	Pork Gyoza \$2.00
Bacon \$1.00	Sliced Egg \$2.00
Onion \$2.00	Chicken Soba \$2.50
Onion flower \$2.00	Pork Soba \$2.50
Chicken Gyoza \$2.00	Spicy Boiled Sprouts \$2.00
Pork Chashu \$3.00	Spicy Sauce \$1.50
Cori \$2.00	Sprouts \$2.00
Onion Chashu \$2.00	Pork Sukiyaki \$3.00
Extra Noodle \$0.50	Wonton (Chicken) \$3.00
Extra Soup \$0.50	Kimchi \$2.00

IZAKAYA

Edamame 3.80
大豆 / 毛豆 / 塩大豆
Lightly salted boiled soy beans.

Tempura Brussel Sprouts 7.80
春キャベツ天ぷら / Brussel 天ぷら / 春キャベツ天ぷら
Onsey tempura brussels sprout with white huffu oil.

Pork Gyoza 6pc 6.80
餃子 / 餃子 / 餃子 / 餃子 / 餃子 / 餃子
Hand-made pork potstickers.

Soft Shell Crab Bun 1pc 6.80
ソフトシェル蟹 / ソフトシェル蟹
Steamed bun stuffed with deep-fried soft shell crab, cucumber and lettuce served with TANAKA's original bun sauce and spicy mayo.

Chicken Bun 1pc 4.80
チキン / チキン
Steamed bun stuffed with karage chicken, cucumber, and lettuce served with TANAKA's original bun sauce and spicy mayo.

Pork Bun 1pc 4.80
豚 / 豚
Steamed bun stuffed with karage pork, cucumber, and lettuce served with TANAKA's original bun sauce and spicy mayo.

Karaage Chicken 5pc 6.80 | 10pc 12.80
チキン / チキン / チキン / チキン / チキン
Juicy fried chicken thigh with an original garlic pepper sauce and mixed baby green and TANAKA's original spicy mayonnaise.

Crispy Chicken Wings 7.80
チキン / チキン / チキン / チキン / チキン
Crispy fried chicken wings seasoned with TANAKA's original ch1 seasoning.

Takoyaki-Octopus Ball 6.80
たこ焼き / たこ焼き / たこ焼き / たこ焼き / たこ焼き
Buttered octopus over egg tartar topped with kewpie mayonnaise, okonomiyaki sauce, fresh cut green onion and smoked bonito flakes.

RAMEN Authentic Japanese Ramen

EXHIBIT C

105 2021 3:56pm

4 5 37 pm 10-05-2021

2021 OCT -6 PM 12:21

COLD

Hiyashi 13.30

ひやしーめん / 冷やし中華

Sesame sauce, chopped pork chashu, "half-seasoned" egg, cucumber, bean sprouts, spinach served with thick noodle.

VEGETARIAN / VEGAN

Spicy Creamy Vegan Ramen 14.30

スパicyクリームーガン / 激辛クリームラーメン / 素菜(VEG) 豆乳(VEG) 味噌(VEG)

Vegan broth, green onion, bean sprouts, spinach, arisage tofu, crispy onion, with garlic oil and chili oil, served with kale noodle.



Vegetarian Dan Dan Man 13.30

ベジタリアン担担麺 / 豆乳(VEG) 味噌(VEG) 芝麻(VEG)

Vegetarian mixed sauce: green onion, bean sprouts, spinach, eggplant, broccoli, kaurage, cabbage, black pepper served with thick noodle.



MAKE ANY OF YOUR RAMEN SPICY

TOPPINGS

Additional \$1.00 / 追加 \$1.00

Ajisage Tofu \$0.00	Pork Chashu \$0.00	Pork Gyoza \$3.00
Black Garlic Oil \$1.00	Corn \$2.00	Seasoned Egg \$2.00
Box Chay \$2.00	Crispy Onion \$0.00	Chicken Cakem \$2.00
Broccoli \$2.00	Extra Noodle \$5.00	Pork Soboro \$2.00
Brussels Sprouts \$3.00	Extra Soup \$3.00	Bean Sprouts \$2.00
Bunae \$1.00	Fresh Garlic \$0.50	Spinach \$2.00
Cabbage \$2.00	Green Onion \$2.00	Beef Sukiyaki \$3.00
Chili Powder \$2.00	Karage \$3.00	Wonton (Chicken) \$3.00
Crabon Crispier \$3.00	Parmesan Cheese \$2.00	Nazumi \$2.00

*CHICKEN, PORK, BEEF, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

RICE BOWLS

Beef Sukiyaki Don 14.30

牛すき焼き丼 / 牛すき焼き / 半調理卵 / 味噌(VEG)

Slow-braised beef sukiyaki, onion, "half-seasoned" egg, green onion, sesame seeds.

Chicken Chashu Don 13.30

鳥チャーシュー丼 / 日式鶏肉叉焼飯 / 半調理卵 / 味噌(VEG)

Slow-braised chicken breast "chashu", ground chicken soboro, spinach, green onion, "half-seasoned" egg, sesame seeds.

Karaage Don 13.30

唐揚げ丼 / 日式炸雞飯 / 半調理卵 / 味噌(VEG)

Seasoned fried chicken, green onions, spinach, "half-seasoned" egg, sesame seeds.

Pork Chashu Don 13.30

豚チャーシュー丼 / 日式豚肉叉焼飯 / 半調理卵 / 味噌(VEG)

Slow-braised pork chashu, spinach, green onion, "half-seasoned" egg, sesame seeds.

Steamed Rice 2.00

TOKYO CURRY BOWL

Tokyo style curry with green onion, sesame seeds.

Karaage Chicken w/ Curry 14.80

唐揚げカレー / 日式炸雞咖喱飯 / 半調理卵 / 味噌(VEG)

Pork Gyoza w/ Curry 14.80

餃子カレー / 日式餃子咖喱飯 / 半調理卵 / 味噌(VEG)

Plain Vegetarian Curry 10.80

DESSERT

Seasonal dessert available, please ask your server.

Mochi Ice Cream 1.99/pc

Choice of green tea, strawberry, black sesame.

Yuzu Cheesecake 5.99

*CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.



1480 Via Novara Blvd. 2nd Floor, Northridge, CA 91324

EXHIBIT C



LICENSING INVESTIGATIVE REPORT

DATE: November 30, 2021

SUBJECT: New Application No. 22-23908 from Kamitoku LLC dba Kamitoku Ramen, for a Restaurant General-Category: 1 Standard License, located at 1200 Ala Moana Boulevard, #657, Honolulu (former location of Aguplus LLC dba Agu Ramen (R1155-not renewed))

COMPANY STRUCTURE:

Kamitoku LLC: Organized under the laws of the State of Hawaii and registered on March 31, 2014, as a member-managed limited liability company. The members are:

	<u>Title</u>	<u>Interest</u>
Argode Foods LLC, aka Argode Kabushiki Kaisha/Argode K.K.	Member	50%
Kamitoku Kabushiki Kaisha A Japan Corporation, aka Kamitoku Co., Ltd.	Member	50%
		Total: 100%

(Refer to **Exhibit A**, details of Hawaii and Japan entities of member Companies).

Kamitoku Kabushiki Kaisha: AKA, Kamitoku Co., Ltd., incorporated in Kabukicho Shinjuku, Japan on September 7, 2010, the corporation is authorized to issue 5,000 shares, of which 1,000 shares are currently outstanding and issued. The directors are as follow:

	<u>Title</u>	<u>Interest</u>
KAMITOKU, Shinichi	D	43%
KAMITOKU, Takeo	D	16%
KAMITOKU, Harue	D	16%
KAMITOKU, Takashi	D	16%
KAMITOKU, Junichi	D	9%
		Total: 100%

Argode Foods LLC: Organized under the laws of the State of Hawaii and registered on August 23, 2021, as manager-managed limited liability company. Its managers are as follow:

	<u>Title</u>	<u>Interest</u>
YAMANAKA, Takeshi	Member-Manager	100%
YAMANAKA, Marie	Member	0%
		Total: 100%

A Notification of Authorized Agent form was received October 11, 2021, applicant appoints Wayne Luke as authorized agents.

FINANCIAL STATEMENT FOR KAMITOKU LLC DBA KAMITOKU
RAMEN AS OF FEBRUARY 28, 2021:

Financial Statement of the applicant, dated February 28, 2021, was submitted to the Commission on the October 11, 2021, and certified by the applicant to be substantially correct.

COST AND FINANCING:

According to the applicant's attorney, there's no cost or financing involved.

STAND ALONE TEMPORARY:

The Stand Alone Temporary License (#22-23909), was filed in conjunction with the new application; approved 11/18/2021.

TRADE NAME:

The applicant has a valid State of Hawaii Department of Commerce and Consumer Affairs Certificate of Trade Name Registration, the trade name "KAMITOKU RAMEN" is registered to the applicant from May 28, 2021 to May 27, 2026.

BACKGROUND:

The proposed licensed premises will be located at the former location of Aguplus, LLC dba AGU RAMEN (R1155-Not Renewed on 06/29/2019).

DESCRIPTION OF THE PROPOSED LICENSED PREMISES:

Location: The proposed premises is located at 1200 Ala Moana Blvd., #657, Honolulu; ground floor, approximately 200 feet makai-kkhd from Kamakee Street & Auahi Street junction.

Details of premises: The rectangular shaped space occupies approximately 1,302 square feet on the Makai side of Auahi Street; crossways of Merriman's restaurant and ANAHA Tower condominium.

- Main entrance via double glass doors overlooking Auahi Street.
- Premises layout into three (3) sections;
 - a. dining area consist of approximately 528 square feet
 - b. wait & prep-station occupies 168 square feet
 - c. remaining 505 square feet is the kitchen & storage area.
- Restrooms are within the common area of Ward Village Center.
- Parking are available within WVC's parking structure and some metered parking fronting proposed premises.

See **Exhibit B1 & B2**, photograph & floor plan

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

Ala Moana Regional Park
1201 Ala Moana Blvd., Honolulu
Approximately 365 feet Makai from proposed premises.

SAME CLASS OF LICENSE WITHIN 500 FEET:

Pig Restaurant Group, LLC dba Piggy Smalls (R1192)
1200 Ala Moana Blvd., Space 6000140, Honolulu
Directly next door to proposed premises.

M.I.K. USA Inc. dba Ginza Sushi (R1102)
1200 Ala Moana Blvd., #609, Honolulu
Approximately 218 feet KKHD from proposed premises.

Lako Investments LLC dba Maile's Thai At Ward (R1129)
1200 Ala Moana Blvd., #B0006115, Honolulu
Approximately 170 KKHD from proposed premises.

Goma Inc. dba Goma Tei Ramen (R0759)
1200 Ala Moana Blvd., Bldg. #4, Honolulu
Approximately 300 feet Makai-KKHD from proposed premises.

Big City Diner Ward LLC dba BCD (R0625)
1060 Auahi Street, #4, Honolulu
Approximately 457 feet Ewa-Mauka from proposed premises.

Consolidated Entertainment, LLC (R1157)
1044 Auahi Street, Store #170, Honolulu
Approximately 500 feet Ewa-Mauka from proposed premises.

MHW LLC dba MERRIMAN'S (R1308)
1108 Auahi Street, # 170, Honolulu
Approximately 200 feet Mauka from proposed premises.

Foodrim International Inc. dba Han No Daidokoro (R1425)
1108 Auahi Street, Store #150, Honolulu
Approximately 280 feet Mauka from proposed premises.

Istanbul Restaurant, Inc. (R1406)
1108 Auahi Street, Store #152, Honolulu
Approximately 285 feet Mauka from proposed premises.

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND COUNTY OF HONOLULU:

As of November 30, 2021, there are 538 Restaurant Licenses issued within the City and County of Honolulu, of which 498 are of the general kind.

OTHER MATTERS PERTAINING TO THE APPLICATION WHICH MAY AFFECT ISSUANCE OF THE LICENSE:

Kind of business: The proposed licensee will offer various types of Ramen and Japanese fare, to include sushi, fried and cold noodles along with shochu and American beers.

Hours of Operation: 11:00 am to 10:00 pm daily

There will be 3 manager and 10 regular employees on staff.

Lease: The original Retail Lease was made on March 8, 2021. On August 18, 2021, The First Amendment of Lease was made on by and between VICTORIA WARD CENTER L.L.C. ("Landlord"), and KAMITOKU LLC ("Tenant").

Term: The term of the lease is for 60 months (5 years).

BUSINESS PLAN:

See **Exhibit C** for details.

LIQUOR LICENSED INTEREST OF APPLICANT:

None

HISTORY OF VIOLATIONS OF OTHER LIQUOR LICENSE INTERESTS DURING THE PERIOD OWNER OR OPERATED BY THE PRINCIPALS:

None

ZONING CLEARANCE:

A valid zoning clearance must be received before issuance of liquor license.

HAWAII REVISED STATUTES SECTION 281-56(a) (9) STATEMENT:

As of November 18, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public Hearing will be forwarded to the Commission for its consideration.


NEIGHBORHOOD BOARD NOTIFICATION:

The applicant shall directly notify the chair of the neighborhood board in which the applicant's place of business is located, in writing and delivered by certified mail, return receipt requested. At a minimum, the notification shall include the date of public hearing.


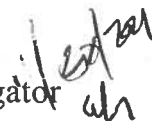
The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.

OPINION:

Statutory requirements has been met.


Homer Tamapua
Licensing Investigator

Reviewed by:


Daniel Sato
Supervising Investigator 

From: esk808@cs.com,

To: waynelukeesq@aol.com, jun.kamitoku@gmail.com, youconceicao@gmail.com,

Cc: pdsinvestment@gmail.com,

Subject: Meeting at Elton Kagimoto's office: Restaurant Row Bldg. 4, #420

Date: Wed, Sep 1, 2021 5:38 pm

RECEIVED
LIQUOR COMMISSION
C&C OF HONOLULU

2021 OCT 27 AM 11:23

Wayne,

This is to confirm our meeting on Friday at 3pm at my office.

As you know, Kamitoku LLC (dba Kamitoku Ramen) is currently owned by:

25% Junichi Kamitoku

75% Kamitoku Kabushiki Kaisha (a Japan corp)

I am drafting a Unit Purchase Agreement whereby Junichi Kamitoku sells his 25%, and the Japan corp. sells 25%, to a new buyer, Argode Foods LLC, a Hawaii LLC.

Thus, the percentage to be held after closing is:

50% Kamitoku Kabushiki Kaisha (a Japan corp)

50% Argode Foods LLC (a Hawaii LLC, with 2 Managers: Takeshi & Marie Yamanaka)

(Argode Foods LLC is in turn, owned 100% by Argode Kabushiki Kaisha, a Japan corp. of which

Takeshi Yamanaka is the sole shareholder.)

Mr. and Mrs. Yamanaka will be at the meeting if you need any information from them (or need any signatures from them)

Wayne, we need to discuss how and when we can close the deal on the 50% purchase quickly without running afoul of the Liquor Commission rules.

thanks,
elton

EXHIBIT A

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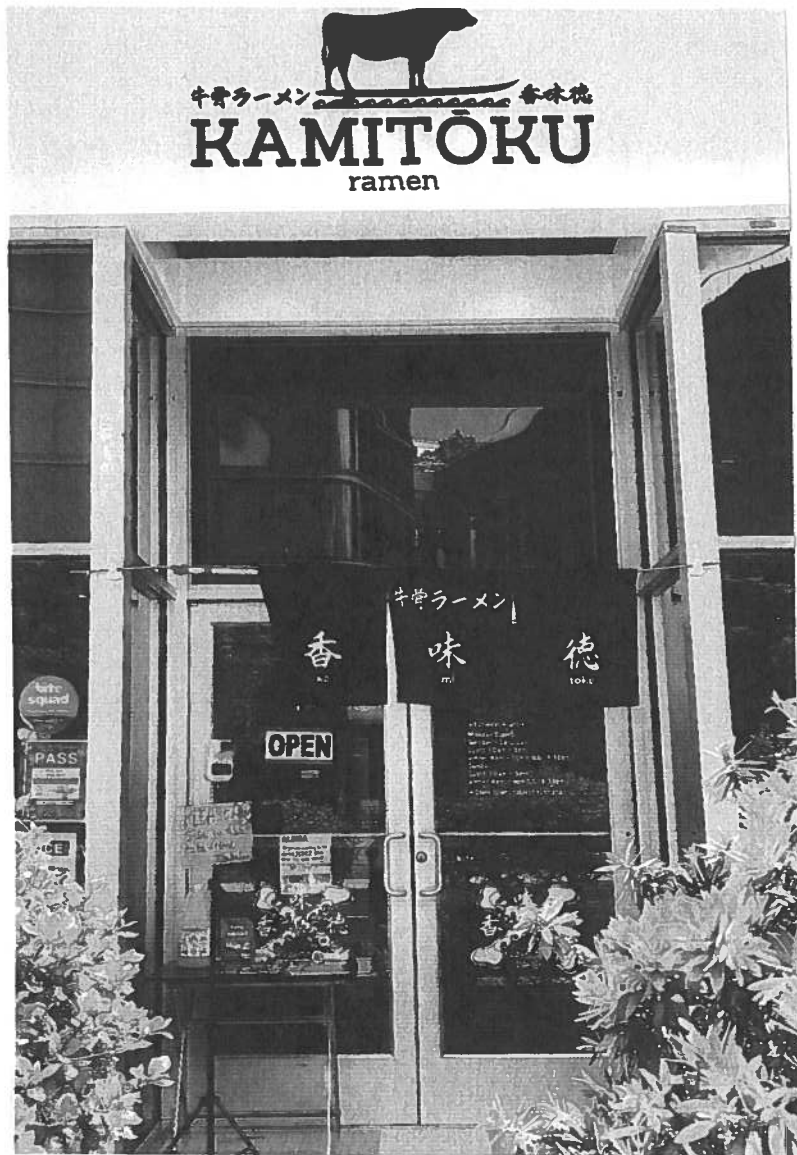
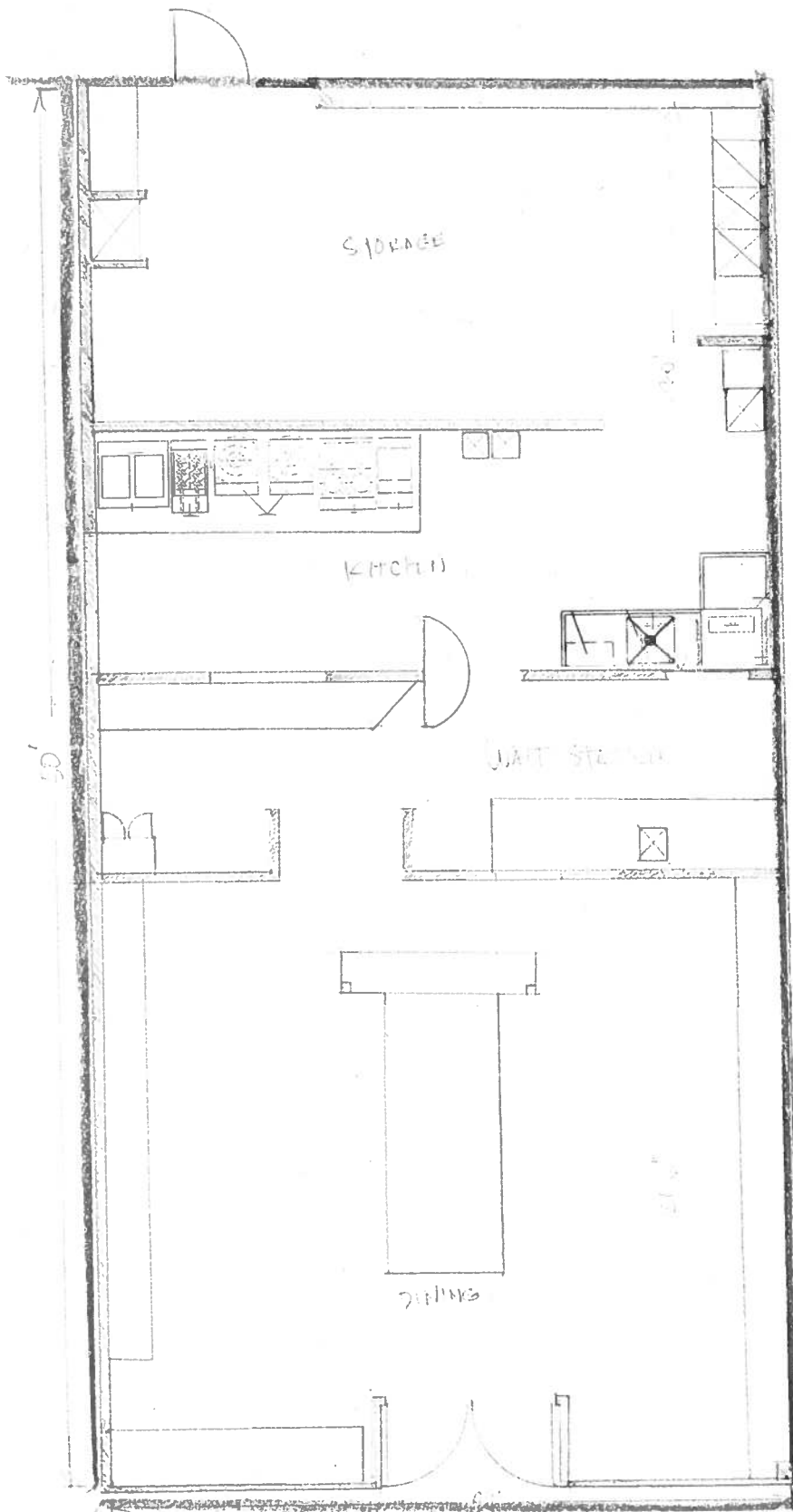


EXHIBIT B 1



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EXHIBIT B2

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C&C OF HONOLULU

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30% Justification

Agu Ramen operated the proposed premises for over five years. The Applicant will operate the premises in exactly the same way as Agu did. Agu always sold more food than Liquor as the premises is constructed in a manner that food service is emphasized moreso than liquor sales.

The Applicant predicts at least 80% food sales.

Wayne Luke
Attorney for Applicant

limited time Ramen -**KAMITOKU**

ramen-bistro

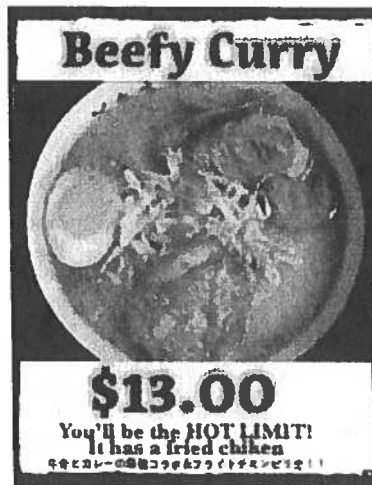
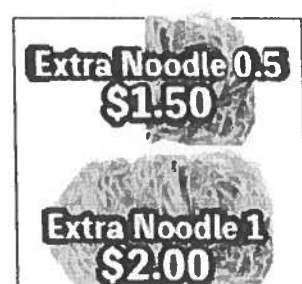
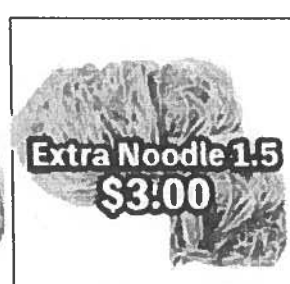
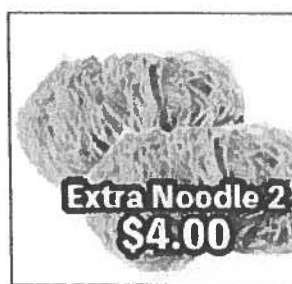
**- TOPPING -**

Exhibit I - 2

34435.2/WDV-WC/KamitokuRamen

EXHIBIT C

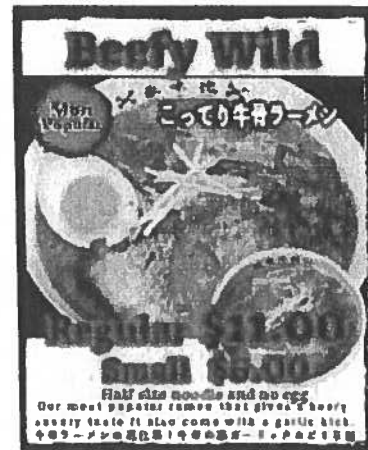
EXHIBIT I
MENU**RAMEN**

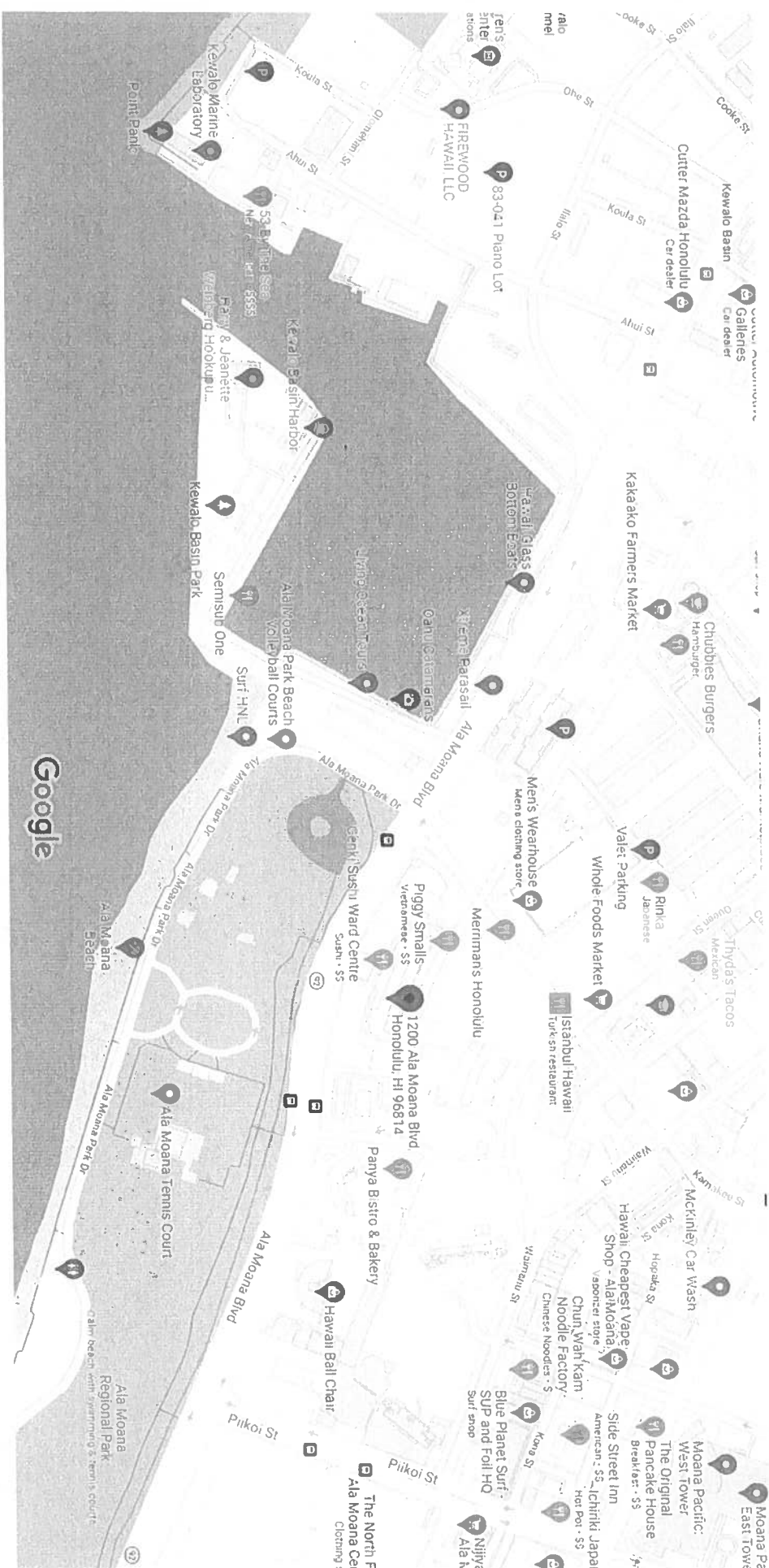
Exhibit I - 1

34435.2/WDV-WC/KamitokuRamen

EXHIBIT C

1200 Ala Moana Blvd

KAMITOKU LLC dba KAMITOKU RAMEN



LICENSING INVESTIGATIVE REPORT

DATE: November 29, 2021

SUBJECT: New Liquor License Application No. 22-23940 from Cess Corporation dba Ken-G'Z Bar and Grill, for a Restaurant General (Category 1: Standard) license, at the former location of The Nook Bistro LLC. dba The Nook Bistro LLC, Restaurant General (Category 1: Standard) license located at 1035 University Ave, Suite UP-105, Honolulu

NOTIFICATION OF AUTHORIZED AGENT:

In form LIQ-LIC-106, Notification of Authorized Agent, dated and received by the commission October 18, 2021, Cess Corporation authorizes Naomi Cole to represent them in all liquor related matters.

CORPORATE STRUCTURE:

Cess Corporation: was incorporated under the laws of the State of Hawaii on November 30 2020, as a corporation authorized to issue 1,000 shares of common stock, of which 1,000 shares are issued.

The sole Officer, Director, and Shareholder is:

		<u>Shares</u>	<u>Percent</u>
<u>Shiimura, Kenya</u>	<u>P/VP/S/T/D/SH</u>	<u>1,000</u>	<u>100%</u>
	Total	1,000	100%

For further details of Kenya Shiimura, see **Exhibit A** for biographical information. CJIS Computer System checks are negative for felony convictions. FBI checks are pending.

FINGERPRINTS:

Kenya Shiimura will schedule fingerprinting at "Fieldprint Fingerprinting Services" for on a later date. Results are pending.

FINANCIAL STATEMENT OF CESS CORPORATION AS OF SEPTEMBER 30, 2021:

Applicant submitted a Financial Statement to the Commission and certified by the applicant to be substantially correct as of October 1, 2021.

STAND-ALONE TEMPORARY APPLICATION FILED:

The applicant filed for a Stand-Alone Temporary Liquor License, Application 22-23939 on October 19, 2021.

COST AND FINANCING:

The applicant has stated that the business is turn-key and no renovations are required and the start-up costs are minimal.

BACKGROUND:

The applicant is applying for a liquor license at the former location of The Nook Bistro LLC. dba The Nook Bistro LLC, Restaurant General (Category 1: Standard) license located at 1035 University Ave, Unit #105, Honolulu (R1138), which had been in effect from December 4, 2015 and was canceled voluntarily on October 29, 2021.

TRADE NAME:

The applicant has filed a State of Hawaii Department of Commerce and Consumer Affairs Assignment of Trade Name. The name "Ken-G'z Bar and Grill" is assigned to the applicant on October 3, 2021.

DESCRIPTION OF THE PROPOSED LICENSED PREMISES:

Location: The proposed premises is located on the ground floor of multi-floor commercial building the former location of The Nook Bistro LLC. dba The Nook Bistro LLC, Restaurant General (Category 1: Standard) license located at 1035 University Ave, Unit #105, Honolulu.

- Approximately 662 total square footage (26 square feet x 24 square feet:
- Designated Kitchen 288 total square footage (12 square feet x 24 square feet)
- Restrooms located outside of the premises, with authorization to use per the lease agreement.
- No Outdoor seating area

See **Exhibit B** for floor plan.

Parking: Parking stalls available in public parking lots or street parking.

CHURCH, SCHOOL, OR PUBLIC PLAYGROUND WITHIN 500 FEET:

Hope 968
2615 S. King Street, #212, Honolulu
Approx. 125 feet from the premises

Charismatic Episcopal Church
2615 S. King Street, Honolulu
Approx. 105 feet from the premises

Church of the Crossroads
1212 University Avenue, Honolulu
Approx. 495 feet from the premises

SAME CLASS OF LICENSE WITHIN 500 FEET:

Little Seoul II, LLC
dba Little Seoul II, LLC (R1026)
2600 S. King St., #K-107, Honolulu
Approximately 220 ft from the proposed premises

Fukudaya Global Works Corporation
dba Imanas Tei (R0467)
2626 S. King St., Honolulu
Approximately 210 ft from the proposed premises

TPAH Inc.
dba Torikyu (R0874)
2626 S. King St., Honolulu
Approximately 210 ft from the proposed premises

Cotti Foods Pizza Hawaii, Inc.
dba Pieology Pizzeria (R1323)
2615 S. King St., Space 7, Honolulu
Approximately 475 ft from the proposed premises

CURRENT NUMBER OF SAME CLASS ISSUED WITHIN THE CITY AND
COUNTY OF HONOLULU:

As of November 29, 2021, there is 538 Restaurant licenses issued within the City and County of Honolulu, of which 498 are of the General Kind.

OTHER MATTERS PERTAINING TO THE APPLICATION WHICH MAY AFFECT
ISSUANCE OF THE LICENSE:

Kind of business:

- Restaurant – Sit-Down Full Service Restaurant casual local comfort food
- Estimated 10 employees / 3 registered Managers
- Hours of Operation: 7:00am to 10:00pm – Daily

Lease: According to the lease, Trustees of the Estate of Bernice Pauahi Bishop (Landlord) and Cess Corporation (Tenant) term of the lease will be from the commencement date until December 31, 2024.

Business Plan: The applicant has submitted a business plan in connection to this application.

See **Exhibit C** for business plan.

OTHER LIQUOR LICENSED INTERESTS:

Kenya Shiimura identified on his PHA as the President of Toridoll Co. from 6/2011 to 8/2016.

Toridoll Corporation was 100% shareholder of George's Corporation

George's Corporation

dba Crackin Kitchen (R0921)

364 Seaside Ave., Honolulu 07/14/2010-6/30/2021 – Not Renewed

HISTORY OF VIOLATION FOR OTHER LIQUOR LICENSED INTEREST
DURING THE PERIOD OWNER OR OPERATED BY THE PRINCIPALS:

George's Corporation

dba Crackin Kitchen (R0921) 06/2011 to 08/2016

03/02/2016	3-82-41.2(b)	Stock Transfer	Not Adjudicated
10/12/2014	3-82-41.2(b)	Stock Transfer	Fined

ZONING CLEARANCE:

An approved Department of Planning and Permitting zoning clearance dated October 18, 2021 has been received by the Commission. Use is permitted.

HAWAII REVISED STATUTES SECTION 281-56(a) (9) STATEMENT:

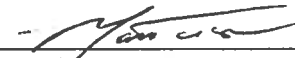
As of November 29, 2021, there are no known potential adverse effects on the surrounding community specific to the premises. All potential adverse effects reported to staff before the Public Hearing will be forwarded to the Commission for its consideration.

NEIGHBORHOOD BOARD NOTIFICATION:

The applicant shall directly notify the chair of the neighborhood board in which the applicant's place of business is located, in writing and delivered by certified mail, return receipt requested. The return receipt from the certified mailing shall be submitted to the Liquor Commission before a liquor license is issued.

OPINION:

In my opinion, the applicant has complied with the minimum requirements of filing this application.

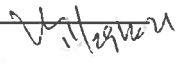



Matthew Foster
Licensing Investigator

Reviewed by:



Daniel Sato
Supervising Investigator

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
 PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
 INTERNET ADDRESS: www.honolulu.gov/liq

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 C&C OF HONOLULU

PERSONAL HISTORY AND AFFIDAVIT

Rule 3-83-53.1

2021 OCT 18 P 4:20

NAME Shiimura Kenya SOCIAL SECURITY NO. _____
 (Last First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 232-5438 MOBILE PH () _____ EMAIL _____

PLACE OF BIRTH _____ DATE OF BIRTH _____ AGE _____ MARITAL STATUS _____
 (City, State) (MM / DD / YYYY)

NO. OF YEARS COMPLETED IN HIGH SCHOOL 3 YEAR COMPLETED _____

NAME OF HIGH SCHOOL Zeze High School, Otus City, Shiga Prefecture, Japan
 (include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 6 YEAR COMPLETED 1999

NAME OF COLLEGE Master's in Sociology, University of Missouri Columbia, Missouri
 (include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED n/a

CITIZENSHIP* _____ DATE ARRIVED IN HAWAII (if applicable) _____

*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present; also indicate any periods of unemployment):

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
6/1999	6/2002	None	Taiko Corporation	Hyogo, Japan
7/2002	6/2005	Labor Attorney	Taikii Law Office	Hyogo, Japan
7/2005	5/2011	General Manager	Toridoll Co.	Hyogo, Japan
6/2011	8/2016	President	Toridoll USA Co.	Honolulu, HI
9/2016	12/2016	Unemployment		
12/2016	Present	Owner	AINO LLC	Honolulu, HI

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL: _____

List your experience in the liquor industry: None

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2021 OCT 18 P 4:28

Will you devote time to manage the subject business? ☒ YES ☐ NO

If answer is "YES", will it be ☒ FULL TIME, or ☐ PART-TIME?

I, Kenya Shiimura

(Print Applicant's Full Name)

of

(Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I
(☐ have or ☒ have not) been convicted of any felony charge.

Signature



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 1th day of OCTOBER, in the year of 2021, personally appeared

KENYA SHIIMURA

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

1th day of OCTOBER, 20 21

Signature of Notary

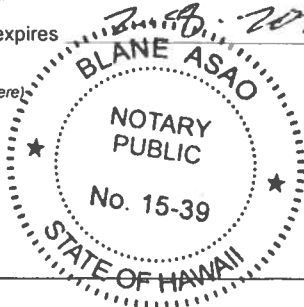
Blane Asao

Print Name
Notary Public, State of Hawaii

My commission expires

2-28-2023

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

Date of Doc: 10.7.2021 # of Pages: 2

Notary Name: Blane Asao 1st Circuit

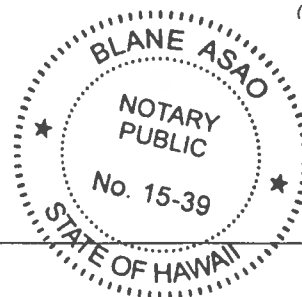
Doc. Description: PERSONAL HISTORY AND AFFIDAVIT

Notary Signature

Date

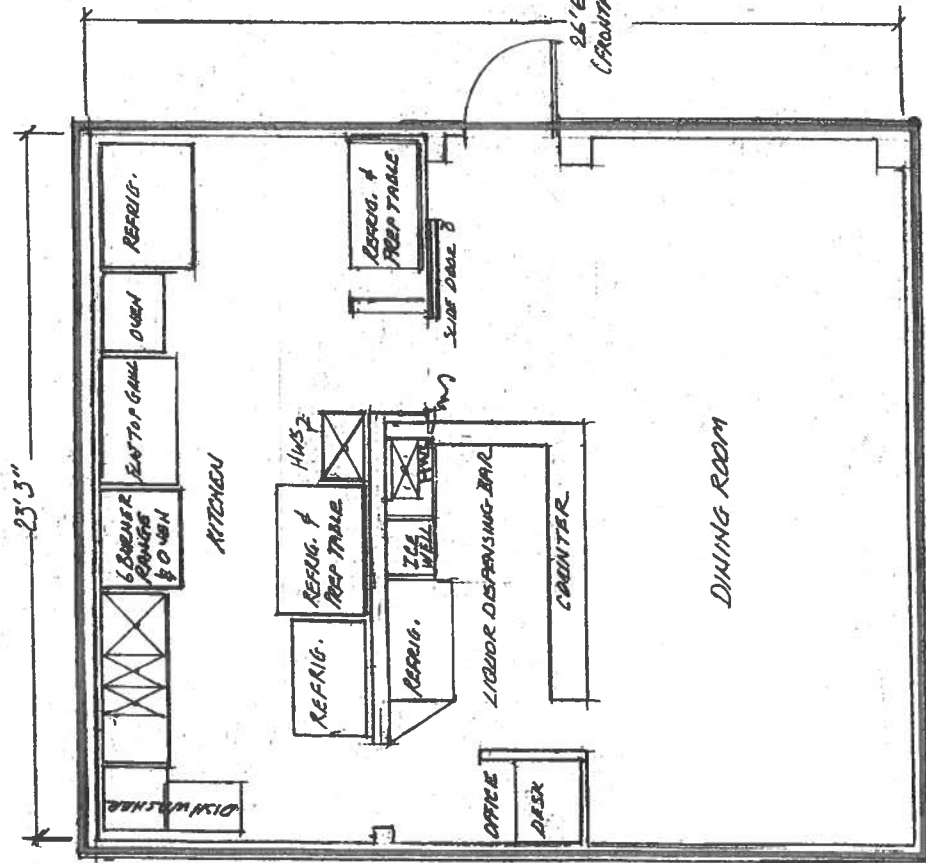
10.7.2021

(Place Notary Stamp or Seal here)

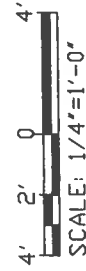
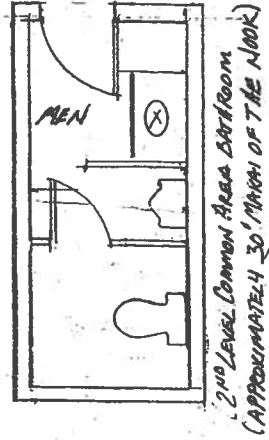
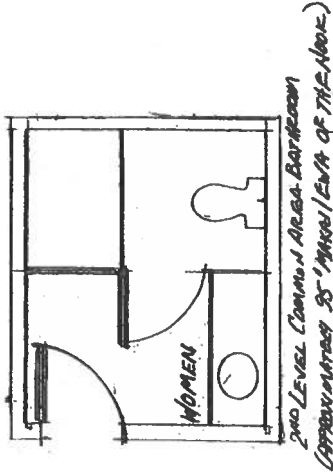


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2021 00118 P 4 29



MAIKA
KAKA
MAKA
EWA



A FLOOR PLAN
SK-1 SCALE 1/4" = 1'-0"

Date
Scale AS NOTED
Drawn BY
Ken-Cz Bar and Grill
Honolulu, Hawaii 96826
TMK: 2-8-024:032

Sheet No. 1 of 1
SK-1
Drawn

EXHIBIT B

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2021 OCT 18 P 4: 29

Business Plan to be at least 30% Food

The restaurant will operate as a family style restaurant. The primary target customer will be the local market. This location also formerly operated as a family style restaurant. Much of the operation is expected to be of similar use and also the same percentage of gross sales to be almost primarily from food.

The restaurant's primary source of revenue will be from food sales and shall be more than 30% of total revenue. You will find attached the proposed draft menu currently being considered which is subject to change. The menu consists of mostly food items.

Drinks and alcoholic beverages menu has not been made but are only secondary items on the menu. There will be very limited selection of alcoholic beverages. It is expected that food sales will be approximately 95% while alcoholic beverages to be approximately 5%.

Once the final menu is decided upon, the final menu will be submitted to the Liquor Commission.

Starter

Edamame	3.49
Kimchee	3.99
Cold Tofu	4.49
Natto Cucumber	4.49
Dashimaki Egg	5.49
Potato Salad	5.99
Ishikari	5.99

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2021 OCT 18 P 4:29

Soup

Maui Onion Soup	5.99
Beef Tail Soup	7.99
Premium Miso Soup	3.99

Salad

Teri Chicken Salad	8.79
Garlic Shrimp Salad	9.79
Kalua Pork Salad	9.79
Salmon Skin Salad	7.79

Sea Food

Salmon Sashimi	13.49
Flame Seared Salmon Sashimi	14.49
Salmon Avocado Tartar Tower	12.99
Hamachi Carpaccio	13.49

Braised Dish

Niku Jaga	7.49
Clam Steamed with White Wine	7.49
Tomato Chicken	6.49
Pork Belly Kakuni	7.99

Sauteed/Grilled Dish

Ginger Pork	9.99
Demi Mushroom Medley	9.99
Kimchee Pork Belly	11.79
Gyusuki	12.99
Miso Salmon	12.99
Island Style Teriyaki Chicken	10.99

Deep Fry Dish

Deep Fried Kuzu mochi with Amber Sauce	6.99
Torikara	6.99
Lava Flow Chicken Katsu	8.99
Kakiage Vegetable Tempura	8.49
Assorted Tempura	12.99

Islanders Soul Dish

Island Style Ahi Poke	13.49
Spicy Ahi Poke	13.49
Loco Moco	13.99
Kalua Pork	12.99
Garlic Chicken	9.69

EXHIBIT C

	Spicy Chicken	9.69
	Garlic Shrimps	10.99
	Spicy Shrimps	10.79
Omellet		
	Alakea Style Garlic Shrimps Omelet	12.99
	Alakea Style Spicy Shrimps Omelet	12.99
	Spam Omelet	7.99
	Alakea Style Spicy Chicken Omelet	11.99
	Alakea Style Garlic Chicken Omelet	11.99
	Island Style Ahi Poke Omelet	15.99
	Spicy Ahi Poke Omelet	15.99
Dessert		
	Green Tea Brule	7.49
	Coconut Kuzu Jelly	7.49
	Chocolate Fondue with Macha Ice Cream and Mochi	9.49
	Acai Parfait	9.49
Local Craft Beer		
	Pau Hana	6.99
	Long Board	6.99
	Big Wave	6.99
	Pueo	6.99
	Skinny Jeans	6.99
	Coconut Porter	6.99
Imported Beer		
	Kirin Ichiban	5.99
	Corona Premier	5.99
	Stella Artois	5.99
	Guinness Extra Stout	5.99
	Sam Adams	4.99
	Bud Light	4.99
	Sierra Nevada	4.99
House Blend Wine		
	Ma'Ona Red Glass	6.69
	Ma'Ona Red Bottel	27.99
	Ma'Ona White Glass	6.69
	Ma'Ona White Bottel	27.99
	Ma'Ona Rose Glass	6.69
	Ma'Ona Rose Bottle	27.99
Other Beverage		
	Coffee	1.99
	Soft Drinks	1.99
	Milk	2.49

Starter		
1	Edamame	3.49
1	Kimchee	3.99
1	Cold Tofu	4.49
0	Natto Cucumber	4.49
1	Dashimaki Egg	5.49
0	Potato Salad	5.99
1	Ishikari	5.99
Soup		
1	Maui Onion Soup	5.99
0	Beef Tail Soup	7.99
1	Premium Miso Soup	3.99
Salad		
1	Teri Chicken Salad	8.79
1	Garlic Shrimp Salad	9.79
0	Kalua Pork Salad	9.79
0	Salmon Skin Salad	7.79
1	House Green Salad	5.89
Sea Food		
1	Salmon Sashimi	13.49
1	Flame Seared Salmon Sashimi	14.49
0	Salmon Avocado Tartar Tower	12.99
1	Hamachi Carpaccio	13.49
Braised Dish		
1	Niku Jaga	7.49
0	Clam Steamed with White Wine	7.49
1	Tomato Chicken	6.49
1	Pork Belly Kakuni	7.99
1	Nipach	7.99
Sauteed/Grilled Dish		
0	Ginger Pork Belly	9.99
0	Demi Mushroom Medley	9.99
1	Kimchee Pork Belly	11.79
1	Gyusuki	12.99
1	Miso Salmon	12.99
1	Island Style Teriyaki Chicken	10.99
Deep Fry Dish		
0	Deep Fried Kuzu mochi with Amber Sauce	6.99
1	Torikara	6.99
0	Lava Flow Chicken Katsu	8.99
1	Kakiage Vegetable Tempura	8.49
1	Assorted Tempura	12.99
Islanders Soul Dish		
1	Island Style Ahi Poke	13.49
1	Spicy Ahi Poke	13.49
1	Loco Moco	13.99

EXHIBIT C

Need to know labor
Simmer our block and see how it tastes
Test without MSG

Carrot and Onion
Use vegetable

Kalua and cabbage
Need to develop

Portion out first and See how we can store in fridge
Portion out first and See how we can store in fridge
Portion out first and See how we can store in fridge
Portion out first and See how we can store in fridge
Portion out first and See how we can store in fridge

Need food development
Need food development

Test with frozen
Need kaniage cup
Use our shrimp

develop gravy sauce

0	Kalua Pork	12.99
1	Garlic Chicken	9.69
1	Spicy Chicken	9.69
1	Garlic Shrimps	10.99
1	Spicy Shrimps	10.79
Omellet		
1	Alakea Style Garlic Shrimps Omelet	12.99
1	Alakea Style Spicy Shrimps Omelet	12.99
1	Spam Omelet	7.99
1	Alakea Style Spicy Chicken Omelet	11.99
1	Alakea Style Garlic Chicken Omelet	11.99
1	Island Style Ahi Poke Omelet	15.99
1	Spicy Ahi Poke Omelet	15.99
Dessert		
0	Green Tea Brule	7.49
0	Coconut Kuzu Jelly	7.49
0	Chocolate Fondue with Macha Ice Cream and Mochi	9.49
1	Acai Parfait	9.49
Local Craft Beer		
1	Pau Hana	6.99
1	Long Board	6.99
1	Big Wave	6.99
1	Pueo	6.99
1	Skinny Jeans	6.99
1	Coconut Porter	6.99
Imported Beer		
1	Kirin Ichiban	5.99
1	Corona Premier	5.99
1	Stella Artois	5.99
1	Guinness Extra Stout	5.99
1	Sam Adams	4.99
1	Bud Light	4.99
1	Sierra Nevada	4.99
House Blend Wine		
1	Ma'Ona Red Glass	6.69
1	Ma'Ona Red Bottel	27.99
1	Ma'Ona White Glass	6.69
1	Ma'Ona White Bottel	27.99
1	Ma'Ona Rose Glass	6.69
1	Ma'Ona Rose Bottle	27.99
Cocktail		6.99
Burbon		
1	Burbon Coke	
1	Manhattan	
1	Old Fashion	
Scotch		

develop how to preserve in freezer
find kuzu

find the best way to fast serve

The Nook Neighborhood Bistro



LICENSING INVESTIGATIVE REPORT

DATE: December 3, 2021

SUBJECT: Temporary application No. 22-23967 Hotel Renew Management LLC, dba Hotel Renew, for a temporary Hotel, General, license at the current site of KW JORORO – 129 PAOAKALANI, LLC, dba Hotel Renew, located at 129 Paoakalani Ave. Honolulu, HI 96815(L0050)

LIMITED LIABILITY COMPANY STRUCTURE:

HOTEL RENEW MANAGEMENT LLC: Organized under the laws of the State of Hawaii on September 17, 2021, as a manager-managed limited liability company, its sole manager, and sole member is:

<u>NAME</u>	<u>TITLE</u>	<u>INTEREST</u>
TMG KUKAHI LLC	MEMBER	100%
JEFFREY DINSMORE	MANAGER	0%

TMG KUKAHI LLC: was organized under the laws of the State of Hawaii January 27, 2016, as a manager-managed, limited liability company and its sole manager/member is:

MACNAUGHTON HOLDINGS LLC	MANAGER/MEMBER	100%
-----------------------------	----------------	------

See **Exhibit A** for biographical information of Jeffrey Dinsmore

FINGERPRINTS:

Fingerprinting results for Jeffery Dinsmore were negative for any felony convictions, clearance date was September 8, 2021, and the results are on file.

FINANCIAL STATEMENT OF HOTEL RENEW MANAGEMENT LLC, AS OF
OCTOBER 20, 2021:

Financial Statement of the applicant dated October 14, 2021, was submitted by the applicant, to the Commission on November 3, 2021, and certified by the applicant to be substantially correct.

TRANSFER APPLICATION FILED:

The applicant filed a Transfer Application 22-23968 on October 22, 2021.

LICENSE IN EFFECT FOR MORE THAN ONE YEAR:

The Hotel General license has been in effect since July 09, 2008.

CONSENT OF TRANSFEROR:

KW JORORO – 129 Paoakalani LLC, dba Hotel Renew, authorizes applicant, HOTEL RENEW MANAGEMENT LLC, to operate under a temporary license at the premises.

LAND OWNER CONSENT:

Not required. Applicant is the land owner, according to a Limited Warranty Deed, effective November 3, 2021.

LIQUOR PURCHASE:

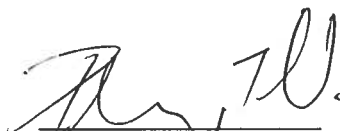
The applicant is aware of Sec. 281-32, HRS, which requires that all liquor purchases made under a temporary license must be paid for in cash, check, or certified check at the time of delivery of liquor and that all liquor must be purchased from a licensed wholesaler.

EFFECTIVE DATE OF TEMPORARY LICENSE:


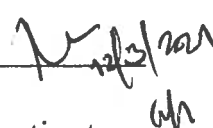
Unless otherwise approved by the Commission the temporary license will be effective no later than 7 days after its approval by the liquor Commission.

OPINION:

In my opinion, the applicant has complied with the minimum requirements of filing this temporary application.


Thanh Phung,
Licensing Investigator

Reviewed by:


Daniel Sato,
Supervising Investigator 

LIQUOR COMMISSION
CITY AND COUNTY OF HONOLULU
 711 KAPIOLANI BOULEVARD, SUITE 600, HONOLULU, HAWAII 96813-5249
 PHONE (808) 768-7300 • EMAIL HLC@honolulu.gov
 INTERNET ADDRESS: www.honolulu.gov/liq

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2021 OCT 22 P 4:04

PERSONAL HISTORY & AFFIDAVIT (PHA)

Rule 3-83-53.1

NAME DINSMORE JEFF CLAY SOCIAL SECURITY NO. _____
 (Last, First Middle Maiden)

RESIDENTIAL ADDRESS _____ APT. NO. _____

CITY _____ STATE _____ ZIP CODE _____

BUS. PH (808) 203-2230 MOBILE PH. _____ EMAIL _____

PLACE OF BIRTH: _____ DATE OF BIRTH _____ MARITAL STATUS U
 (City, State) (MM/DD/YYYY) GE _____

NO. OF YEARS COMPLETED IN HIGH SCHOOL 4 YEAR COMPLETED 1975

NAME OF HIGH SCHOOL Eureka Sr. High School, Eureka, Ca.
 (include City and State)

NO. OF YEARS COMPLETED IN COLLEGE 4 YEAR COMPLETED 1979

NAME OF COLLEGE Univ of the Pacific, Stockton, Ca.
 (include City and State)

OTHER EDUCATION / YEAR(S) ATTENDED _____

CITIZENSHIP* _____ DATE ARRIVED IN HAWAII (if applicable) _____

*If not a U.S. citizen, indicate type of Visa, or Resident Alien Card No., or Immigration Department No.

EMPLOYMENT RECORD (from the time school was completed to present, also indicate any periods of unemployment)

FROM MONTH/YEAR	TO MONTH/YEAR	POSITION	EMPLOYER	LOCATION
<u>6/1979</u>	<u>7/1985</u>	<u>MISC</u>	<u>Arthur Anderson's Co.</u>	<u>SF, Ca.</u>
<u>7/1985</u>	<u>10/1997</u>	<u>CFO/VP</u>	<u>The Gentry Companies</u>	<u>Hon, HI</u>
<u>10/1997</u>	<u>5/2002</u>	<u>CFO/VP</u>	<u>Victoria Ward Ltd.</u>	<u>Hon, HI</u>
<u>5/2002</u>	<u>5/2006</u>	<u>VP</u>	<u>General Growth Properties</u>	<u>Hon, HI</u>
<u>10/2006</u>	<u>present</u>	<u>VP</u>	<u>MacNaughton</u>	<u>Hon, HI</u>

(If additional space is needed, please attach a separate sheet)

NOTARY INITIAL _____

List your experience in the liquor industry:

President of Oahu's Canoe Club regular me
to have a liquor license, Lotus Hotel liquor license

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LIQUOR COMMISSION
OCT 22 P 4: 02

Will you devote time to manage the subject business?

☒ YES ☐ NO

If answer is "YES", will it be ☐ FULL TIME, or ☒ PART-TIME?

I, Jeffrey Clay Dinsmore, of _____
(Print Applicant's Full Name)

(Residential Address, City, State, Zip Code)

being first duly sworn, deposes, and says, that the above information is true and correct and that I

(☐ have or ☒ have not) been convicted of any felony charge.

Signature

P
R
P
A

L



FOR NOTARY USE ONLY

STATE OF HAWAII
City and County of Honolulu

} SS.

On this 14th day of October, in the year of 2021, personally appeared

Jeffrey Clay Dinsmore

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the aforementioned instrument the person, or the entity upon behalf of which the person(s) acted, executed the aforementioned instrument in free act and deed.

Signature of applicant(s) before Notary

Subscribed and sworn to before me this:

14th day of October, 2021

Signature of Notary

Print Name

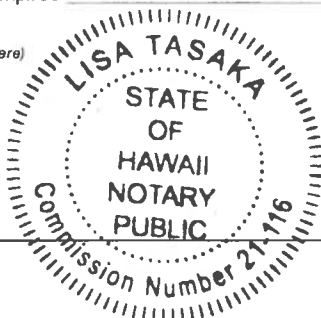
Notary Public, State of Hawaii

LISA TASAKA

My commission expires

AUG 29 2025

(Place Notary Stamp or Seal here)



NOTARY CERTIFICATION

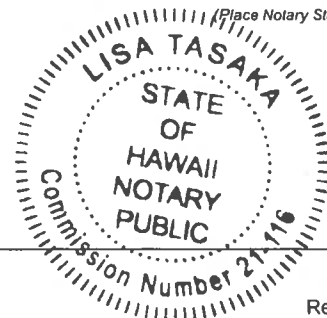
Date of Doc: undated # of Pages: 2
Notary Name: **LISA TASAKA** 1st Circuit
Doc. Description: Personal History & Affidavit

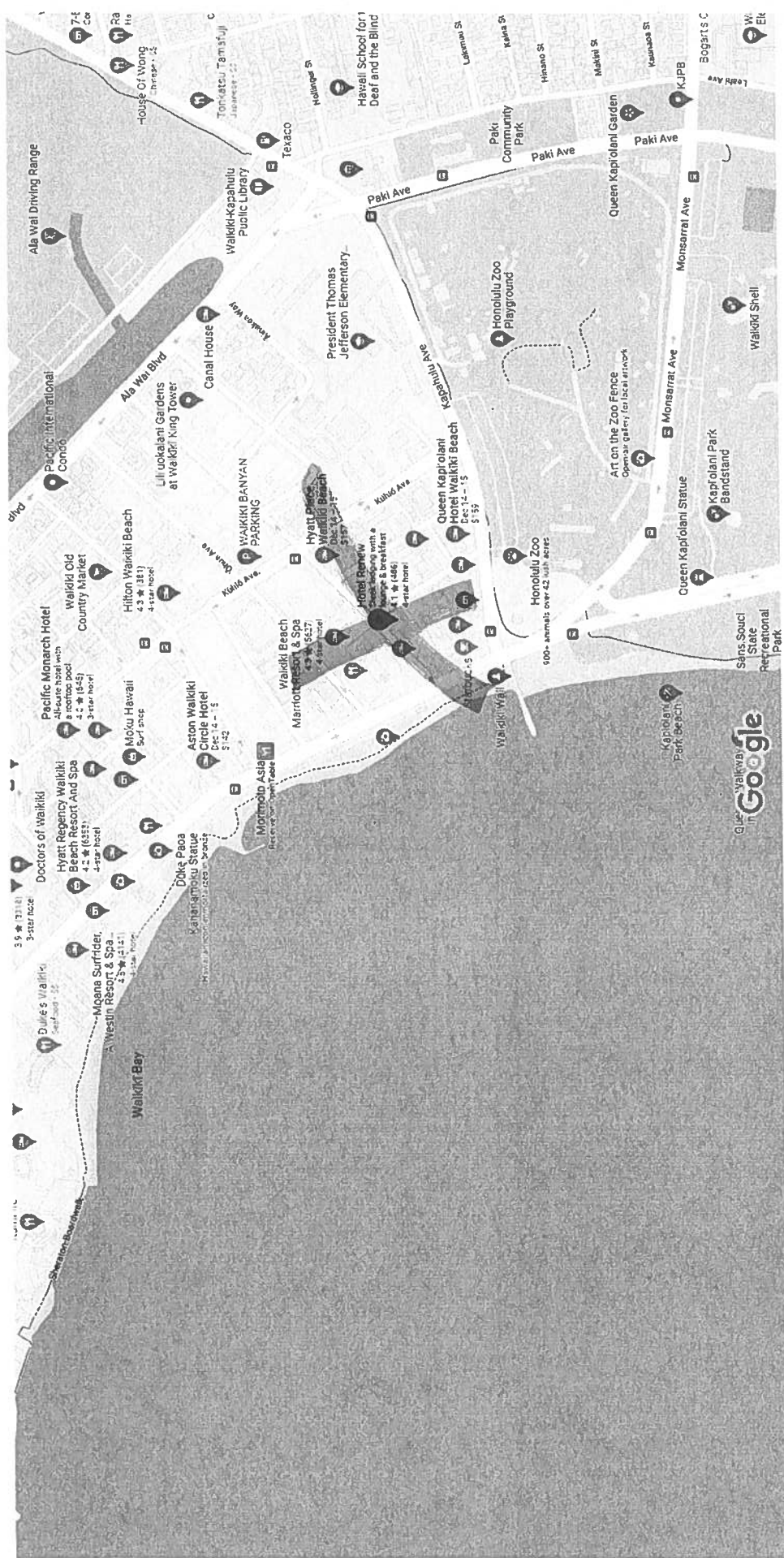
Notary Signature

Date

10/14/2021

(Place Notary Stamp or Seal here)





LICENSING INVESTIGATIVE REPORT

DATE: December 2, 2021

SUBJECT: Miscellaneous Request No. 22-23948 from LP Butterfly LLC,
dba Magaritas, Restaurant General Category 2: Music/Dancing
license, located at 808 Sheridan Street, Unit #111, Honolulu,
requesting Commission approval to permanently extend and alter the
licensed premises (R1257)

EXISTING LICENSED PREMISES:

Location: The proposed premises is located at 808 Sheridan Street, Unit #111, Honolulu.

Details of premises: The premises is located in a commercial space at the above mentioned address. The current licensed premises is approximately 23 feet by 42 feet overall. The area includes an indoor and outdoor seating area.

According to the current lease, the licensed premises was approximately 580 square feet (interior) and 340 square feet (exterior) for a total of 920 square feet.

Current floor plan attached as **EXHIBIT A**.

PERMANENT EXTENSION/ALTERATION REQUESTED:

On October 20, 2021, according to HLC Form LIQ-LIC-127, Request for Approval of Permanent Extension of Premises, Olivia Ho, managing-member, requested permanent extension of the licensed premises.

The proposed permanent extension of premises will be to the current outdoor area of the premises.

The proposed extended area will begin from the current licensed outdoor area in the south direction to the property line closest to Rycroft Street, approximately 36 feet. From the landscaping area closest to Sheridan Street it will then run in the west direction approximately 40 feet.

PERMANENT EXTENSION/ALTERATION REQUESTED:

Unlicensed Areas: The proposed extended area will be in front of two (2) separate unlicensed retail spaces entrances. According to the authorized agent Lawrence Ho, customers and patrons of these establishments will have to cross on the proposed licensed area to patronize the unlicensed retail spaces, and will be allowed to use the proposed licensed area for dining should this request for permanent increase be approved.

Ho also added that all sales, service, and consumption of liquor will only be through the licensee's employees.

The current square footage of the licensed premises was reported to be approximately 920 square feet.

This request for increase will include unit 110c (117 square feet), and outdoor lanai area (750 square feet). The proposed increase of the outside area will make the total licensed area an approximate increase of 1,787 square feet.

The extension will exceed 50 percent of the current licensed premises.

REDEFINED LICENSED PREMISES:

This writer conducted a check of the licensed premises on **November 24, 2021**.

During the inspection, it was noticed that the licensee had built a covered roof area above the current lanai area. Additionally, a side gate door was installed to the side of the proposed extended area.

The current floor plan is submitted as **Exhibit A**. The proposed floor plan is submitted as **Exhibit B**.

For further information regarding the alterations found during the inspection, please refer to **Exhibit C**.

LEASE:

According to a document titled, "808 Center Special Lease Conditions", Skyfarm Enterprise LLC, (Landlord), dated September 28, 2021, consents the licensee to use the extended leased space.

LEASE (CONTINUED):

The landlord's Executive Member-Manager, Jack Ho, submitted a letter to the Commission dated November 24, 2021, stating that Margarita's will solely be responsible for the distribution of alcohol, and any customers in Unit 110's premises.

Additionally stated, Margarita's will also be responsible for the employees of Unit 110a and Unit 110b, (unlicensed retail establishments) to follow Liquor Commission guidelines. Unit 110a and Unit 110b will operate under Magarita's supervision in accordance with Liquor Commission as part of their lease terms.

For further information, see **Exhibit D**, landlord letter.

POSSIBLE ISSUES WITH REQUEST:

1. The proposed increase will be in front of two (2) separate unlicensed retail spaces entrances. The only entrance/exits for the unlicensed retail spaces is only through the proposed extended area.
2. The unlicensed retail spaces will be allowed to use the proposed licensed area for their customers for dining.
3. It is unknown to what extent the licensee will have control of the two (2) unlicensed retail establishment employees.
4. The licensee's hours of operation, may not be the same as the unlicensed retail establishments hours of operation.
5. It is unknown if the licensee will have a duly registered manager in active charge of the licensed premises during the times the other unlicensed establishments are open for business as there will be patrons from the unlicensed establishments using the proposed licensed area for dining.

RULES OF THE LIQUOR COMMISSION:

§3-83-62 (b) No licensee that is authorized on-premise consumption shall have an opening or entrance from within the licensed premises into any other enclosed, unlicensed part of the same structure, or into any adjoining, enclosed, unlicensed structure offering entertainment.

RULES OF THE LIQUOR COMMISSION:

§3-80-1.1. "Manager" means the designated person duly registered with the Commission as a manager or assistant manager who is in active charge of the licensed premises during the time the establishment is licensed to sell or serve liquor.

§3-82-38.9. (a) Each...restaurant... shall have a duly registered manager in active charge of the licensed premises during the time the establishment is open for business and licensed to sell or serve liquor.

NEIGHBORHOOD BOARD NOTIFICATION:

The applicant has submitted notification to the neighborhood board.
Return receipt is pending.

NOISE IMPACT EVALUATION:

The proposed increase of premises to the outdoor area lanai area was rated poor, due to the lack of sound containment. For further information see **Exhibit E.**

ZONING CLEARANCE:

The licensee must submit to the Liquor Commission the zoning clearance for the proposed increase of area is utilized, should this request be granted.


OPINION:

Statutory requirements of this request have not been met. It appears that the licensee had alterations completed to the premises prior to Commission approval.



DANIEL SATO
SUPERVISING INVESTIGATOR

REVIEWED BY:


PETER NAKAGAWA
CHIEF INVESTIGATOR

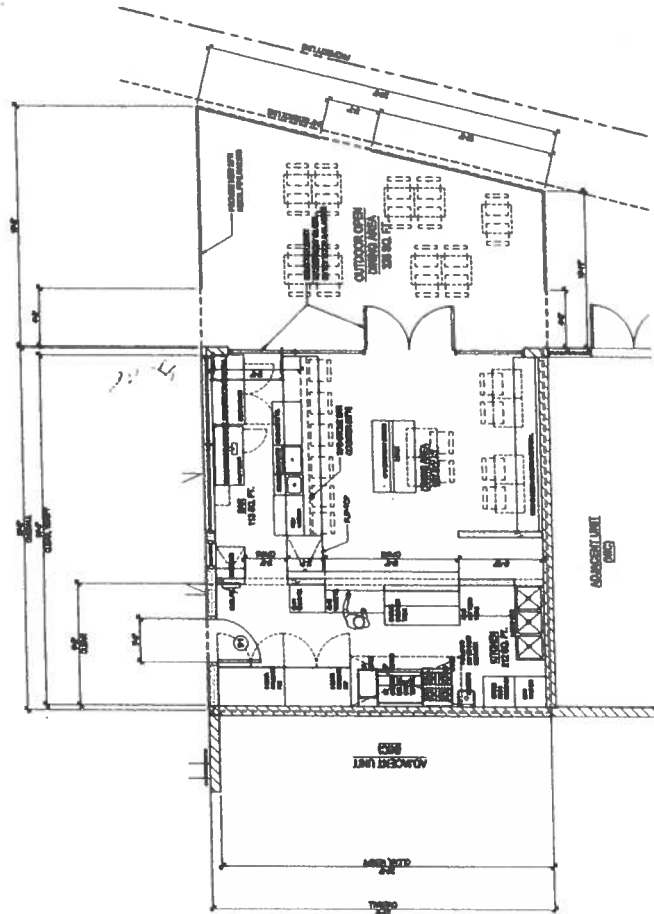
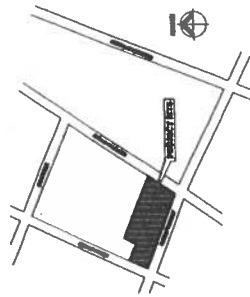
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COMMISSION
HONOLULU
2017 AUG 11 A 10:11

BUTTERFLY, DBA. MARGARITAS

ADDRESS: 808 SHERIDAN STREET, UNIT 111, HONOLULU, HAWAII 96814

TMK: 2-3-013:015

LOCATION MAP - N.T.S



LEGEND

- 1 FLOOR PLAN Scale 1/8" = 1'-0"
- DOOR SWING TO OPEN
- DOOR SWING TO CLOSE
- DOOR SWING TO OPEN (FULL OPEN)

PROJECT NO. _____

DATE: _____

BY: _____

FOR: _____

PROJECT TITLE

INTERIOR ALTERATION for BUTTERFLY INC

808 SHERIDAN STREET, UNIT 111

TMK: 2-3-013:015

PROJECT NO. _____

PROJECT TITLE

INTERIOR ALTERATION

DETAILS

DATE: _____

BY: _____

FOR: _____

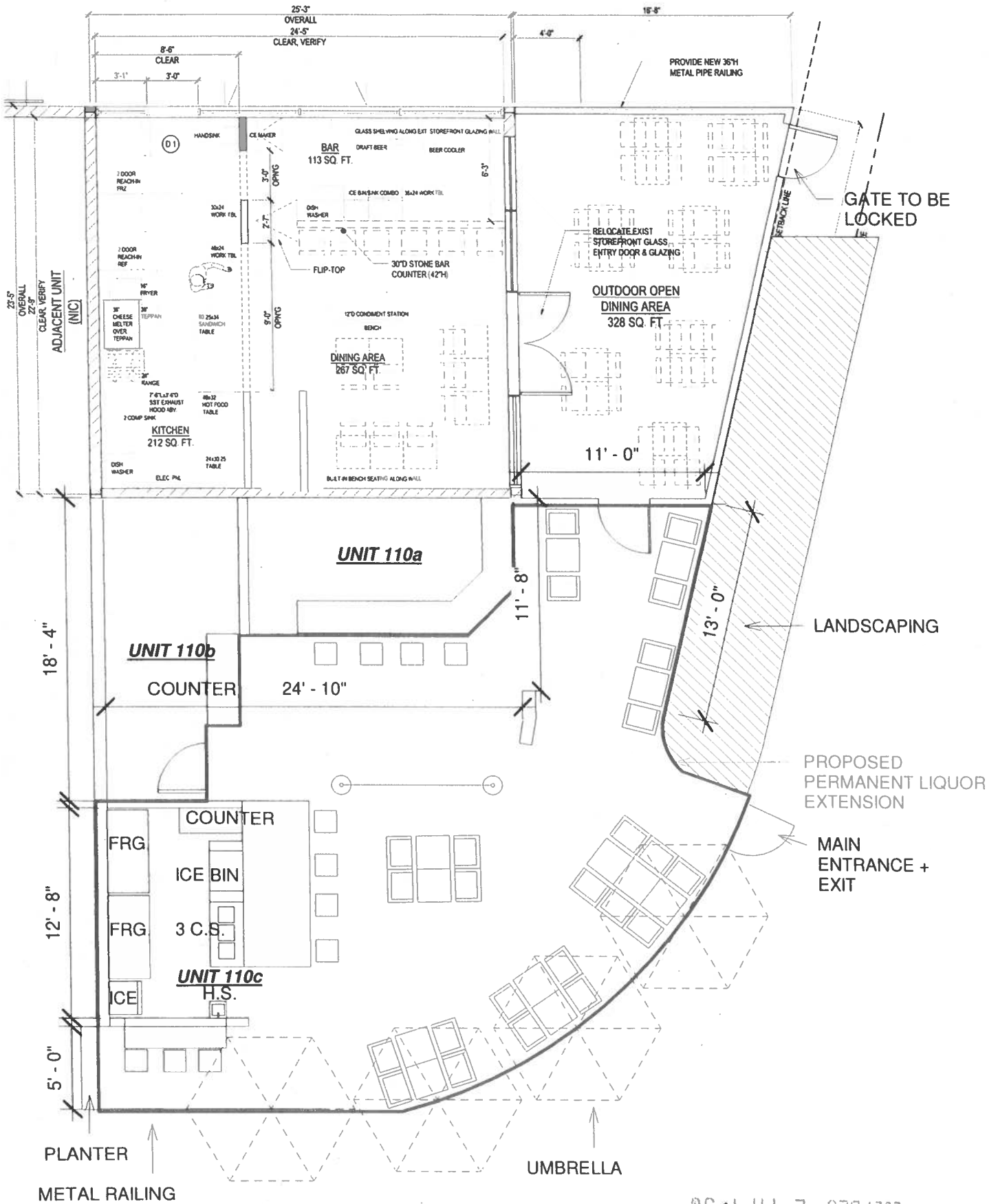
PROJECT NO. _____

DATE: _____

BY: _____

FOR: _____

A-0



2021 DEC -2 PM 1:50

CLASH DETECTION

MARGARITAS PERMANENT EXTENSION

8.5X11

1/8" = 1'-0"

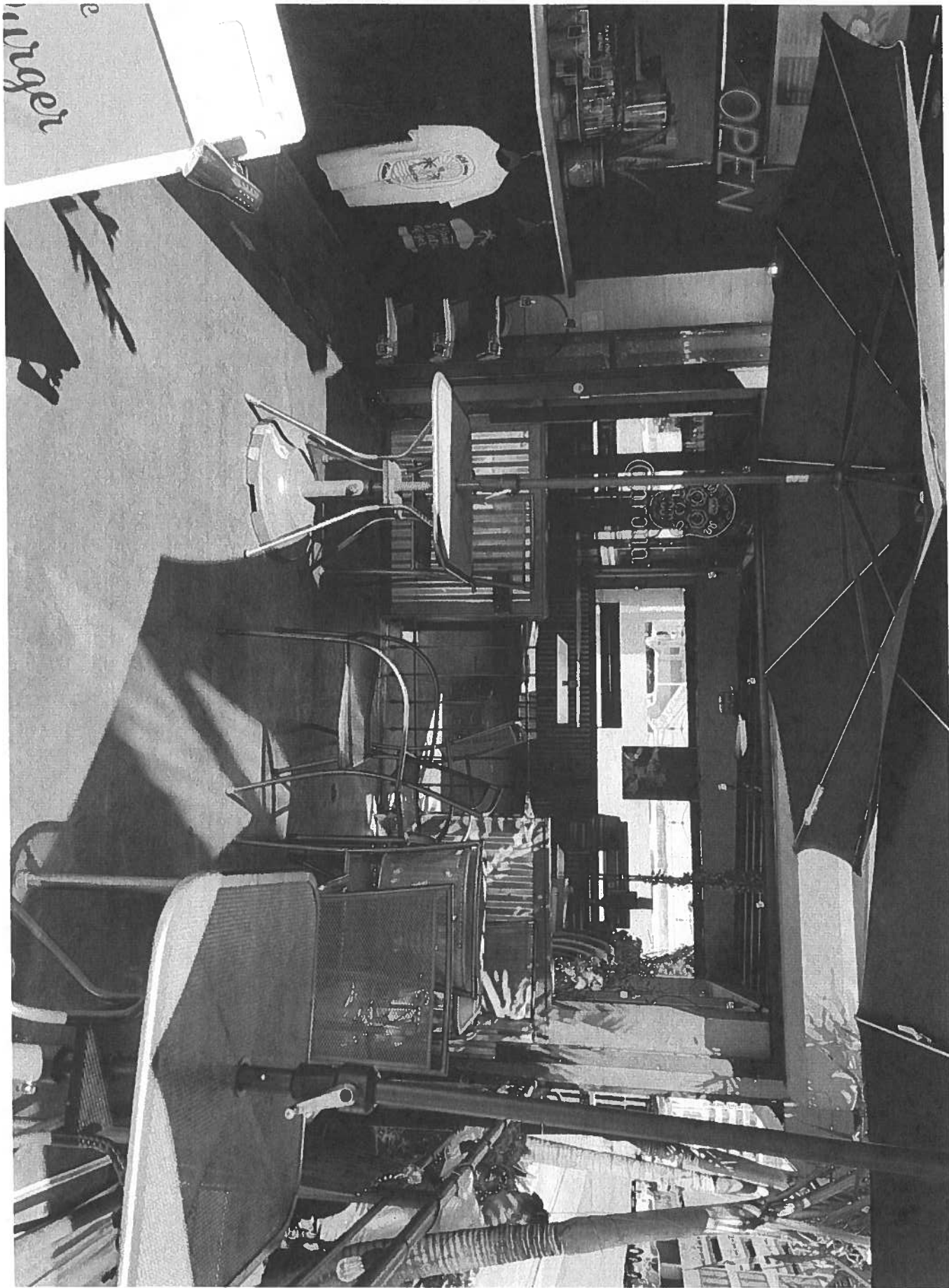


EXHIBIT C



EXHIBIT C



EXHIBIT C

SKYFARM ENTERPRISE LLC
808 CENTER

2021 NOV 24 PM 1:34

November 24, 2021

Daniel Sato
Honolulu Liquor Commission
(808) 768-7323

Subject: Margaritas Bar at Unit 110

Mr. Sato

This letter is to clarify the intent and usage for LP Butterfly LLC dba Margaritas for Unit 110.

Per lease agreement dated September 28, 2021, Margaritas will be serving alcoholic beverages for the entire Unit 110 with 750 Square Feet of Lanai seating. The use shall be for an extension of Unit 111 dba Margaritas adjacent to Unit 110.

Margaritas will be solely responsible for the distribution of alcohol, and any of the customers in Unit 110 premise. Margaritas will also be responsible for the employees of Unit 110A and Unit 110B to follow Liquor Commissions guidelines. Unit 110A and Unit 110B will operate under Margaritas supervision in accordance with Liquor Commission as part of their lease terms.

Please contact me if there is any question.
Sincerely,



Jack Ho
Executive Member Manager
(808) 330-6888 direct cellular
jdl800@live.com

808 SHERIDAN STREET, UNIT 300 • HONOLULU, HAWAII • 96814

EXHIBIT D

HAWAII REVISED STATUTES (HRS):

Licensee is aware that the Club liquor license (F0015) pursuant to HRS §281-78 (b)(2), at no time under any circumstances shall any licensee or its employee, permit any liquor to be consumed on the premises of the licensee or on any premises connected therewith, whether there purchased or not, **except as permitted by the terms of its license.**

The Club's liquor inventory, under license #F0015, and any sales, service, and consumption must remain on the remaining licensed area, during the duration of this reduction request.

EMERGENCY PROCLAMATION/EMERGENCY ORDER:

If this request is approved, it is subject to the conditions and restrictions of the current Office of the Governor of the State of Hawaii Proclamations and the Office of the Mayor of the City and County of Honolulu Emergency Orders, as the same may be amended, updated, or revised.

Licensee shall comply at all times with any other laws applicable to the business of the licensee whether in existence at the time of issue of such license or enacted or amended from time to time thereafter, and to all applicable rules and regulations of the liquor commission as the same may exist or be adopted or changed from time to time.

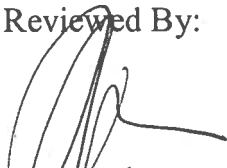
OPINION:

The licensee has met statutory requirements of filing this request.



Daniel Sato
Supervising Investigator

Reviewed By:


Peter Nakagawa
Chief Investigator

12/3/2021
W

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LIQUOR COMMISSION
C&C OF HONOLULU

2021 NOV 24 A 10:55

WAIALAE COUNTRY CLUB – GOLF COURSE TEMPORARY REDUCTION
01/09/2022 – 01/17/2022 TO ACCOMMODATE SONY OPEN



EXHIBIT A

An aerial photograph of a coastal area. A large body of water, possibly a bay or a large pond, occupies the upper right portion of the image. A road, likely a highway, runs horizontally across the middle of the image. To the left of the road, there is a large, rectangular building complex, possibly a government or institutional building. The surrounding area is densely populated with smaller buildings and vegetation. The image is oriented vertically, with the top of the image corresponding to the left side of the page.

Imagery ©2021 Google, Imagery ©2021 CyberCity 3D, Inc. / 3D Travel Inc., Maxar Technologies, U.S. Geological Survey, USGS, Map data ©2021 200 ft

#22-24115

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C&C OF HONOLULU

2021 NOV 29 AM 11:15



To: Honolulu Liquor Commission

From: Best BBQ Inc., dba Dickey's Barbecue Pit

Application #18-13464 category 1

Please place on
Agenda 12/9/21 WH

Aloha HLC,

May I kindly ask for an extension to pick up my liquor license please? I had to put it off temporarily, as the mandates restricted my indoor dining where I would have served the beer. With the mandates easing up for indoor dining, I would like to move forward with getting my liquor license please. Please feel free to call me at (808)255-7463 if you have any questions.

Mahalo,

Daniel Mabalot Jr, Dickey's Barbecue Pit owner/operator

App# 22-2420



KOBAYASHI SUGITA & GODA, LLP
Attorneys at Law

Bert T. Kobayashi, Jr.*
Alan M. Goda*

John R. Aube*
Charles W. Gall*
Neal T. Gota
Clifford K. Higa*
Charles D. Hunter
Robert K. Ichikawa*
Christopher T. Kobayashi*
Jan M. L. Y. Kutsunai*
David M. Louie*
Nicholas R. Monlux
Jonathan S. Moore
Aaron R. Mun
Bruce A. Nakamura*

Kenneth M. Nakasone*
Gregory M. Sato*
Jesse W. Schiel*
Craig K. Shikuma*
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Joseph A. Stewart*
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*A Law Corporation

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Larry L. Myers*

Christine M. Hanzawa
Travis Y. Kuwahara
Chélesea C. Maja
Brian D. Tongg
Caycie K. G. Wong

Please place on
Agenda 12/9/21 dh

November 30, 2021

Liquor Commission
City and County of Honolulu
711 Kapiolani Boulevard, Suite 600
Honolulu, Hawaii 96813

Re: NAMI KAZE LLC
Location: 1135 N. Nimitz Hwy., Honolulu, Hawaii 96817

Dear Sir or Madam:

We are the attorneys and authorized agents for NAMI KAZE LLC (the "Applicant") regarding its to-be-filed applications for a Restaurant Liquor License and Stand-Alone Temporary Liquor License for the premises located at 1135 N. Nimitz Hwy., Honolulu, Hawaii 96817 (the "Premise").

Applicant respectfully requests for a Waiver of Rule §3-82-32.1 of the Rules of the Liquor Commission of the City and County of Honolulu which requires that a Stand-Alone Temporary Liquor License application be filed within five (5) working days of the surrender of the previous license or the closing of the business.

As background, the previous Liquor License at this premises was held by Uncle's Fish Market and Grill LLC (R0823). **It is our understanding that the previous Liquor License was cancelled on or around June 30, 2021.**

Applicant was unable to file the Stand-Alone Temporary Liquor License application within 5 days of the cancellation of the prior liquor license due to various circumstances including: (i) the COVID-19 pandemic and related health and safety concerns; and (ii) the general uncertainty in the restaurant industry and specifically, the uncertainty related to opening and operating a new restaurant due to the COVID-19 restrictions.

Given the above, your favorable consideration of this matter would be greatly appreciated. **We respectfully request a hearing on this matter be set for December 9, 2021 or as soon as practical thereafter.**

Liquor Commission
City and County of Honolulu
November 30, 2021
Page 2

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C&C OF HONOLULU
2021 NOV 30 PM 1:30

If you have any questions or require any additional information, please feel free to contact me at (808) 535-5730 or by email at ntg@ksglaw.com.

Very truly yours,

/s/ Neal T. Gota


NEAL T. GOTA
ANTHONY F. SUETSUGU
for
KOBAYASHI, SUGITA & GODA, LLP



McCORRISTON MILLER MUKAI MACKINNON LLP
ATTORNEYS AT LAW

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LIQUOR COMMISSION
CITY OF HONOLULU
2021 NOV 22 PM 3:20

November 19, 2021

Please place on
Agenda 12/9/21 

Liquor Commission of the
City and County of Honolulu
711 Kapiolani Boulevard 6th Floor
Honolulu, Hawaii 96813

Attention: Anna Hirai
Daniel Sato

Re: ZETTON, INC.
Request for Waiver of Honolulu Liquor Commission Rule § 3-82.32.1(a)

Dear Sir/Madam:

Zetton, Inc. ("Applicant") requests a waiver of Honolulu Liquor Commission Rule § 3-82-32.1(a) with regard to the filing of a temporary license application within five (5) working days of the cancellation of the previous license or the closing of the business.

The Applicant is a Hawaii corporation which has entered into a lease for the premises at 364 Seaside, Apt. B, Honolulu, HI, located in the Marine Surf Waikiki Condominium ("Premises"), the former licensed premises of Crackin' Kitchen. The previous licensee Gero's Corporation failed to renew the 2021-22 liquor license by the June 30, 2021 deadline. Applicant will operate the Premises as a restaurant similar to the previous food and liquor service operation.

This waiver request is pursuant to §3-81-17.8 of the Rules of the Liquor Commission of the City and County of Honolulu, in that:

(a) undue economic hardship will result if the temporary liquor license cannot be obtained since full economic use of the Premises cannot be realized without a liquor license. Applicant intends to file a new license application shortly, with the hope that the application would be processed in time for the planned March/April 2022 opening. Unfortunately, with COVID and other delays this application may not be processed in time. As a result, there will be a financial hardship without a waiver;

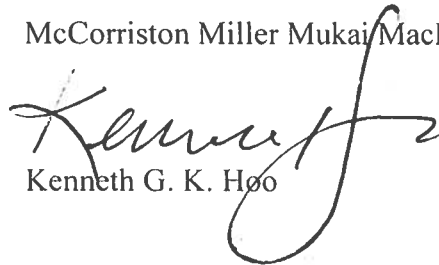
(b) a waiver would not unduly burden or adversely affect any affected person, in that the Premises was licensed as a restaurant general license up to June 30, 2021. All affected parties have known the Premises to be a restaurant general licensed premises; and

(c) the waiver is consistent with the purposes of Chapter 281 in that Section 32 (1) of that chapter provides that a temporary license may be granted where the premises shall have been operated under a license of the same class, kind and category issued.

Applicant respectfully requests that this waiver request be approved.

Very truly yours,

McCorriston Miller Mukai/MacKinnon LLP

A handwritten signature in black ink, appearing to read 'Kenneth G. K. Hoo', with a large, stylized flourish extending from the end of the signature.

Kenneth G. K. Hoo

KGKH:va
cc: Zetton, Inc.